



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, February 19, 2019  
5:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

1. **Call to Order**
  
2. **Roll Call**
  
3. **Review of Revisions or Deletions to Agenda**
  
4. **Approval of Agenda**

*Draft Motion*

Be it resolved that City Council approves the agenda as printed/amended.

5. **Disclosure of Pecuniary Interest and General Nature**

6. **Closed Session**

*Draft Motion*

Be it resolved that Council agrees to convene in Closed Session at \_\_\_\_\_ p.m. to discuss the following matters:

- a) **Under Section 239 (2) (i) of the Municipal Act, 2001 – commercial and financial information, supplied in confidence to the municipality, which,**

**if disclosed, could reasonably be expected to prejudice significantly the competitive position – CannAssist Presentation;**

- b) Under Section 239 (2) (i) of the Municipal Act, 2001 – commercial and financial information, supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position – Economic Development Updates;**

Draft Motion

Be it resolved that Council agrees to rise with report from Closed Session at \_\_\_\_\_ p.m.

**7. Review and adoption of Council Minutes**

Draft Motion

Be it resolved that City Council approves the following minutes as printed:

- a) Special meeting of Council – February 4, 2019 (Budget)
- b) Regular meeting of Council – February 5, 2019

**8. Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

*8.1. Disposition of Land – Roy Smith*

**Owner:** City of Temiskaming Shores

**Subject Land:** Part 1 on Plan 54R-6078

**Purpose:** disposition of Part 1 on Plan 54R-6078 to Roy Smith

*8.2. Disposition of Land – Marcel Germaine*

**Owner:** City of Temiskaming Shores

**Subject Land:** Parts 2 on Plan 54R-6078

**Purpose:** The disposition of Part 2 on Plan 54R-6078 to Marcel Germain

**9. Question and Answer Period**

**10. Presentations / Delegations**

- a) David Treen, Clerk – Temiskaming Shores

**Re:** Municipal Conflict of Interest Act

*Draft Motion*

Be it resolved that Council acknowledges the presentation from Municipal Clerk, Dave Treen in regards to new requirements under the Municipal Conflict of Interest Act.

**11. Communications**

- a) Jamie McGarvey, AMO President – Association of Municipalities Ontario

**Re:** Provincial review of Joint and Several Liability

**Reference:** Received for Information

- b) Honourable Vic Fedeli, Minister of Finance

**Re:** Update on 2019 OMPF funding – same as 2018

**Reference:** Referred to the Treasurer

*Draft Motion*

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. b) according to the Agenda references.

12. **Committees of Council – Community and Regional**

13. **Committees of Council – Internal Departments**

14. **Reports by Members of Council**

15. **Notice of Motions**

16. **New Business**

- a) **Memo No. 001-2019-CGP – Third Reading By-law No. 2019-026 to amend By-law No. 2012-101 Traffic By-law (amending fees)**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2019-CGP; and

That Council hereby directs staff to incorporate grammatical and procedural changes recommended by the Office of the Attorney General into By-law No. 2019-026 for consideration of third and final reading at the February 19, 2019 Regular Council meeting.

- b) **Administrative Report No. CGP-005-2019 – Temiskaming Shores Municipal Accommodation Tax**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby

acknowledges receipt of Administrative Report No. CGP-005-2019;

That Council approves the implementation of the 4% Municipal Accommodation Tax effective January 1, 2020; and

That Council directs staff to begin the process of stakeholder meetings with accommodation providers to set up the structure of the program and bring an implementation model back to Council in the Fall of 2019 for approval.

**c) Memo No. 004-2019-CS – Replacement of By-law No. 2019-015 – Development Agreement with 2373775 Ontario Inc. (Rivard Bros) – Beach Gardens**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2019-CS; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2019-015 and to authorize the entering into a Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens for consideration at the February 19, 2019 Regular Council meeting.

**d) Administrative Report No. CS-006-2019 – Tree Canopy and Council Maternity Leave Policies**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-006-2019;

That Council directs staff to prepare the necessary by-law for a Tree Canopy and Natural Vegetation Policy for consideration at the February 19, 2019 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law for a Council Member Pregnancy and/or Parental Leave Policy for consideration at the February 19, 2019 Regular Council meeting.

**e) Administrative Report No. CS-007-2019 – Conflict of Interest Act – Registry and Declaration**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-007-2018;

That Council endorses use of the form, being Appendix 01 to Administrative Report No. CS-007-2019, for making written statements under the *Municipal Conflict of Interest Act*;

That the Clerk is hereby authorized to make modifications as necessary to Appendix 01 where such modifications do not alter the intent of the form; and

That Council directs the Clerk's Office to maintain a Registry of declared conflicts in accordance to the Act available for public inspection during normal working hours.

**f) Administrative Report No. CS-008-2019 – Disposition of Land – Temiskaming Shores Seniors Housing Corporation**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-008-2019; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Temiskaming Shores Seniors Housing Corporation as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1 to 6 on Plan 54R-6084 in the amount of \$2 for consideration at the February 19, 2019 Regular Council meeting.

**g) Administrative Report No. CS-009-2019 – Appointment of an Integrity Commissioner**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-009-2019; and

That Council directs staff to prepare the necessary by-law to enter into a two (2) year Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services commencing on March 1, 2019 for consideration at the February 19, 2019 Regular Council meeting.

**h) Administrative Report No. CS-010-2019 – Haileybury Family Health Team – Renewal of Lease Agreements for Haileybury Medical Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-010-2019;

That Council approves an increase to the rental rates for the use of office space by the Haileybury Family Health Team by 2.4% for 2019 in accordance with the Consumer Price Index; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre for consideration at the February 19, 2019 Regular Council meeting.

**i) Memo No. 001-2019-PPP – Appointment of member to the Emergency Management Program Committee**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2019-PPP; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018 by removing Emily Disley as a member of the Emergency Management Program Committee (EMPC) and appointing Serenna Besserer, Regional Manager of Operations with the Canadian Red Cross as a member of the EMPC for consideration at the February 19, 2019 Regular Council meeting.

**j) Memo No. 002-2019-PPP – Essentials of Municipal Fire Protection Seminar**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2019-PPP; and

That Council further acknowledges that the Office of the Fire Marshal and Emergency Management (OFMEM) are offering a one-day Essentials of Municipal Fire Protection Seminar in the City of Temiskaming Shores on Wednesday, March 6, 2019.

**k) Supplemental Administrative Report No. RS-002-01-2019 – 2019 Recreation Fee Increases**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Supplemental Administrative Report No. RS-002-01-2019; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to increase recreational fees for 2019 to 2021 for consideration at the February 19, 2019 Regular Council meeting.

**17. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2019-033 Being a by-law to amend By-law No. 2012-039 (Departmental User Fees and Services – Schedule “D” Recreation Fees)

By-law No. 2019-035 Being a by-law to amend By-law No. 2019-018 (Appointments to various Committees and Boards for the 2018-2022 Term of Council – Community Emergency Management Program Committee)

By-law No. 2019-036 Being a by-law to enter into a Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services

By-law No. 2019-037 Being a by-law to adopt a Tree Canopy and Natural Vegetation Policy



By-law No. 2019-038 Being a by-law to adopt a Council Member Pregnancy and/or Parental Leave Policy

By-law No. 2019-039 Being a by-law to authorize the Disposition of Land to the Temiskaming Shores Seniors Housing Corporation

By-law No. 2019-040 Being a by-law to enter into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

By-law No. 2019-041 Being a by-law to authorize a Development Agreement with 2373775 Ontario Inc. for the development of Beach Gardens and to repeal By-law No. 2019-015

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

By-law No. 2019-026 (Traffic By-law Amendments – Set Fines);

By-law No. 2019-035;

By-law No. 2019-036;

By-law No. 2019-037;

By-law No. 2019-038;

By-law No. 2019-039;

By-law No. 2019-040; and

By-law No. 2019-041

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**18. 2019 Capital Budget Presentation**

**19. Schedule of Council Meetings**

- a) Regular – Tuesday, March 5, 2019 at 6:00 p.m.
- b) Regular – Tuesday, March 19, 2019 at 6:00 p.m.

**20. Question and Answer Period**

**21. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2019-042 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **February 19, 2019** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2019-042 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**22. Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ p.m.



**The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Monday, February 4, 2019  
6:00 P.M.**

**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jesse Foley (6:40 pm), Doug Jelly, Jeff Laferriere and Mike McArthur

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Shelly Zubycyk, Director of Corporate Services  
Tim Uttley, Fire Chief  
Julie Gregoire, Accounting Clerk  
James Franks, Economic Development Officer

Regrets: Councillor Danny Whalen

Media: Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 1

**3. Approval of Agenda**

Resolution No. 2019-090

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council approves the agenda as printed.

**Carried**

**4. Declaration of Special Council Meeting**

*Resolution No. 2019-091*

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

Councillor Hewitt disclosed a pecuniary interest during the Budget Presentation specific to Bucke Park Campground

Councillor Foley disclosed a pecuniary interest in regards to Item 7 a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Organizational Chart

**6. New Business**

**a) Presentation – 2019 Operational Budget**

City Manager, Chris Oslund utilizing powerpoint reviewed Draft No. 2 of the Municipal Operating Budget. During the presentation each Director spoke to their respective departments and Council deliberated on a variety of items and considered the following resolutions.

*Resolution No. 2019-092*

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores hereby agrees to utilize \$120,820 from the Community Development Reserve to fund the City’s commitment to the Temiskaming Shores Seniors Housing Corporation’s Housing project.

**Carried**

*Resolution No. 2019-093*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with Staff's recommendation to reduce the City Manager's Professional Fees budget line item by \$5,000.

**Carried**

Resolution No. 2019-094

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores agrees to reduce the Maintenance Personnel honorarium by \$2,700 being \$900/station.

**Carried**

Resolution No. 2019-095

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores agrees with staff's recommendation to postpone the replacement of ID badges under Fire Services.

**Carried**

Resolution No. 2019-096

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores agrees with staff's recommendation to postpone the replacement of the Sparky Mannequin under Fire Services.

**Carried**

Resolution No. 2019-097

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to investigate the option of self-financing life insurance premiums.

**Carried**

Resolution No. 2019-098

Moved by: Councillor Foley  
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to approve the establishment of a permanent full-time Age Friendly/Healthy Kids Program Coordinator.

**Carried**

***Councillor Hewitt disclosed a pecuniary interest with Bucke Park Campground and did not participate in the discussion of the subject matter nor did she vote on Resolution No. 2019-099.***

Resolution No. 2019-099

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores hereby directs staff to explore the option of divesting itself of Bucke Park Campground by December 31, 2019.

**Carried**

Resolution No. 2019-100

Moved by: Councillor Laferriere  
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to reduce Materials & Supplies under Property Maintenance to \$70,000 an overall decrease of \$58,000; and

That Council hereby agrees with staff's recommendation to reduce Service Contracts in the amount of \$8,000 reflecting an overall change of \$66,000 to the 2019 Operational Budget.

**Carried**

Resolution No. 2019-101

Moved by: Councillor Laferriere  
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to allocate \$475,000 within the 2018 Fleet replacement program resulting in an overall decrease of \$25,000.

**Carried**

Resolution No. 2019-102

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to reduce the annual Transfer to Reserves for Landfill Operations by \$35,160.

**Carried**

Resolution No. 2019-103

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to reduce the annual Transfer to Reserves for Recycling Operations by \$45,000.

**Carried**

Resolution No. 2019-104

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores hereby agrees with staff's recommendation to reduce the annual Transfer to Reserves for Transit by \$25,000.

**Carried**

City Manager, Chris Oslund, utilizing excel illustrated the variance between Draft No. 1 and Draft No. 2 of the 2019 Budget. The first draft outlined that just over \$10,000 would have been taken from the Capital Budget to offset the Operational Budget. Draft No. 2 allows a Transfer from Operations to Capital just over \$423,000.

Mayor Kidd thanked staff for the budget presentation.

**7. Closed Session**

Resolution No. 2019-105

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 8:00 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Organizational Chart**

**Carried**

Resolution No. 2019-106

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 8:40 p.m.

**Carried**

**Matter from Closed Session:**

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Organizational Chart**

Council provided staff with direction in Closed Session.

**8. Adjournment**

Resolution No. 2019-107

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:41 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen





**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, February 5, 2019**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jesse Foley, Doug Jelly, Jeff Laferriere, and Mike McArthur

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Shelly Zubycck, Director of Corporate Services  
Tim Uttley, Fire Chief  
Jennifer Pye, Planner  
James Franks Economic Development Officer

Regrets: Councillor Danny Whalen

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 27

**3. Review of Revisions or Deletions to Agenda**

**Deletions:**

**Under Item 9 – Presentations delete:**

- a) Danielle Covello, Get Active Programmer – Age Friendly Program update (to be presented at the February 19, 2019 Regular Council meeting)

**4. Approval of Agenda**

*Resolution No. 2019-108*

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that City Council approves the agenda as amended.

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

Mayor Kidd disclosed a pecuniary interest in regards to Item 15 i) Administrative Report No. CS-004-2019 – Request for Proposal – Animal Control and Pound Services Contract.

**6. Review and adoption of Council Minutes**

*Resolution No. 2019-109*

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that City Council approves the following minutes as printed:

- a) Regular meeting of Council – January 22, 2019

**Carried**

**7. Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

None

**8. Question and Answer Period**

*Judy Martin – Harris Twp. Resident*

Speaking in regards to Recreational Fees (By-law No. 2019-033) and in particular Marina fees. Currently pays user fees for any recreational facilities being used. Based on correspondence with staff it appears Council is looking for additional avenues from the Marina to raise money. Judy identified some options that Council may want to consider:

- Impose a boat launch fee, including storage of vehicle and trailer (daily or seasonal);
- Establish a canoe / kayak storage area with an annual fee;
- Implement a new boater slip fee (i.e. 50% first year) and provide monetary gift (\$50 gas card) to the person that encouraged the new boater;
- Permit advertising at the Marina (i.e. billboard sponsorships);

Request that Council consider these initiatives and maintain current marina fees as is and allow Steve Goddard and herself to initiate a sponsorship program.

### ***Patrick Fleury – Rouyn-Noranda***

Speaking in regards to Recreational Fees (By-law No. 2019-033) and in particular Marina fees. Patrick for the past 7 years has rented a slip at the New Liskeard Marina and two years ago he enticed another boater to acquire a slip. Does not want to be considered a non-resident as he basically spends his summer vacation in New Liskeard; between four boats from Rouyn-Noranda they spend on average \$25,000 from June to September. Although \$200 is not much (non-resident fee) he would rather give \$500 for advertisement and agrees with a launching fee (daily or seasonal).

## **9. Presentations / Delegations**

a) Réjeanne Massie, Chair – Village Noel Committee

**Re:** Overview - 2018 Village Noel event

Réjeanne Massie using a slide deck provided an overview of the 2018 Village Noel event. The event is in keeping with one of the purposes of the Cultural Plan being to develop robust, fun and strong downtown cores that are the creative heart of the City and to provide social gathering places offering arts, culture, heritage, food and entertainment. The Committee is continuing to attract more groups and want more groups to get involved.

There were over 1,700 students on Friday and enjoyed various games and short history lessons. The 2018 event featured 31 kiosks of artist and artisans, food vendors, Riverside Farmer's Market, promotion of Timiskaming First Nations and Lake Temiskaming Tours, outside stage performers, log sawing, axe throwing,

sleigh rides, fire pits, historical sign boards all capped off with the St. Nicholas / Santa Claus Parade.

Réjeanne stated that one individual walked away with the 50/50 prize of \$5,615.00. Statistically it was estimated that there were 20,000 visitors with 55% being local and 45% outside of 40 km.

Expenses for 2018 totaled \$61,710 which includes raffle, meals, publicity, honorariums, operational costs, transportation/lodging and sound and lighting. Revenues totaled \$61,251 which includes sponsorships, Kiosk rentals, raffle, food vendors, funding (Celebrate Ontario, Heritage Canada, STFDC, ARTEM). There was an overall deficit of \$459.00.

Réjeanne gave a large thank you to the organizing committee, funding agencies and the staff of the City of Temiskaming Shores and outlined that the 2019 event is scheduled for November 21<sup>st</sup> to 23<sup>rd</sup>, 2019.

Resolution No. 2019-110

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council acknowledges the overview presentation Réjeanne Massie in regards to the 2018 Village Noel event.

**Carried**

**10. Communications**

a) Melissa La Porte, Executive Director/Curator – Temiskaming Art Gallery

**Re:** Request – Financial Support (Art in the Park)

**Reference:** Referred to the 2019 Budget

b) Honourable Jeff Yurek, Minister – Ministry of Transportation

**Re:** 2018/19 Provincial Gas Tax allocation – \$137,497

**Reference:** Motion to be presented under New Business

c) Shelly Straughan, Management Forester – Ministry of Natural Resources and Forestry

**Re:** Approved Forest Management Plan – Temagami 2019-2029

**Reference:** Received for Information

- d) Shannon M. Innis, Water Resources Supervisor – Ministry of Environment, Conservation and Parks

**Re:** Notice – Cancellation of Permit to Take Water (Dymond Water Treatment Plant)

**Reference:** Referred to Technical & Environmental Compliance Coordinator

- e) Honourable Steve Clark, Minister – Ministry of Municipal Affairs and Housing

**Re:** Removal of Schedule 10 from Bill 66 Restoring Ontario's Competitive Act, 2018

**Reference:** Received for Information

- f) Peggy Harrison, TRACC President – Temiskaming Rod and Custom Club

**Re:** Drag Races at Earlton-Timiskaming Regional Airport

**Reference:** Received for Information

- g) Dr. Porter & Dr. Silver – Englehart Animal Hospital

**Re:** Shortage of Veterinarians

**Reference:** Received for Information

- h) Derrick Romain, Northeast Region Planning Biologist – Ministry of Natural Resources and Forestry

**Re:** Invitation to Participate – Fisheries Management Zone 11 – Draft Fisheries Management Plan

**Reference:** Received for Information

Resolution No. 2019-111

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. h) according to the Agenda references.

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2019-112

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the Temiskaming Mayors Action Group held on January 19, 2019;
- b) November 2018 Earleton-Timiskaming Regional Airport Authority Activity Report;
- c) Minutes of the Earleton-Timiskaming Regional Airport Authority meeting held on November 15, 2018;
- d) December 2018 Earleton-Timiskaming Regional Airport Authority Activity Report;
- e) Minutes of the District of Timiskaming Social Services Administration Board meeting held on November 21, 2018;
- f) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 16, 2019;
- g) Minutes of the Temiskaming Transit Committee meeting held on January 15, 2019; and
- h) Minutes of the City of Temiskaming Shores Committee of Adjustment meeting held on December 19, 2018.

**Carried**

**12. Committees of Council – Internal Departments**

Resolution No. 2019-113

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Corporate Services Committee meeting held on January 15, 2019;
- b) Minutes of the Public Works Committee meeting held on January 17, 2019;
- c) Minutes of the Building Maintenance Committee meeting held on January 17, 2019; and
- d) Minutes of the Protection to Persons and Property Committee meeting held on January 17, 2019.

**Carried**

### **13. Reports by Members of Council**

#### **a) Report – Councillor Whalen – ROMA Conference**

*Resolution No. 2019-114*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council acknowledges the written report from Councillor Danny Whalen (FONOM President) with respect to updates on various meetings with Ministers at the 2019 ROMA Conference.

**Carried**

Mayor Kidd handed out a written report in regards to his attendance at the 2019 ROMA conference with the following general highlights:

- Met with MTO Parliamentary Assistant Surma (Grant Drive, 2 + 1 Pilot Project), next step meet with Paradigm and MTO (Traffic Study);
- Met with MNRF Parliamentary Assistant Toby Barrett (North Marina) will inform if willing to waive first right of refusal for the property;
- Met with MOE Parliamentary Assistant Andrea Khanjin (NL Landfill expansion);

### **14. Notice of Motions**

None

**15. New Business**

**a) Support – Declaration of Municipal Office**

Resolution No. 2019-115

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas the requirement for members of Council to be faithful and to bear true allegiance to the Queen is considered by many to be outdated and representative of a different era; and

Whereas said requirement can go against or be contrary to an individual's culture, principles and beliefs; and

Whereas said requirement presents an obstacle for some individuals who would have otherwise been willing to run for Council and serve at the municipal level of government.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby petitions the Ministry of Municipal Affairs and Housing and its Minister to modify the wording of paragraph four of the Declaration of Office to make it more inclusive and representative of the times; and

Furthermore, that the Ministry consider replacing paragraph four of the Declaration of Office with the following wording: ***"I will be faithful and bear true allegiance to my country, Canada, and to its three founding nations"***; and

Further that a copy of this resolution be forwarded to the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Doug Ford, Premier of Ontario; John Vanthof, MPP for Timiskaming-Cochrane and to Anthony Rota, MP for Nipissing-Timiskaming.

**Carried**

**b) Proclamation – March as Epilepsy Month**

Resolution No. 2019-116

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Whereas 1 in 100 people have epilepsy, but many don't reveal their health status to others in their lives due to the stigma surrounding the condition; and

Whereas the Seizure & Brain Injury Centre encourages all citizens to wear a lavender ribbon in support of epilepsy and promotes March 26<sup>th</sup> as ***"Purple Day for Epilepsy"***.



Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaims March as ***“Epilepsy Awareness Month”*** in the City of Temiskaming Shores; and

Further that Council declares March 26<sup>th</sup>, 2019 as ***“Purple Day for Epilepsy”*** in the City of Temiskaming Shores.

**Carried**

**c) Letter of Agreement – Provincial Gas Tax Allocation for 2019**

Resolution No. 2019-117

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from Minister Jeff Yurek in regards to the allocation of \$137,497 of Provincial Gas Tax funding; and

Further that Council directs staff to prepare the necessary by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation, under the Provincial Gas Tax Program for consideration at the February 5, 2019 Regular Council meeting.

**Carried**

**d) Memo No. 001-2019-RS – Ontario Trillium Foundation funding - Splash Pad project**

Resolution No. 2019-118

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2019-RS; and

That Council acknowledges that the Ontario Trillium Foundation has denied the City's application for funding assistance in the amount of \$150,000 for the Splash Pad project.

**Carried**

**e) Memo No. 002-2019-RS – New Liskeard Agricultural Society – Frog's Breath Foundation Application**

Resolution No. 2019-119

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas the New Liskeard Agricultural Society has applied for funding to the Frog's Breath Foundation in the amount of \$42,000 to assist with major and minor repairs to barns, including door reconstruction, correction of foundations, framework rejuvenation and painting of exteriors; and

Whereas the New Liskeard Agricultural Society requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the New Liskeard Agricultural Society funding application to the Frog's Breath Foundation.

**Carried**

**f) Administrative Report No. RS-003-2019 – Request to rename the Haileybury Arena**

Resolution No. 2019-120

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-003-2019;

That Council hereby approves the renaming of the Haileybury Arena to the Shelley Herbert-Shea Memorial Arena; and

That Council directs staff to work with the Haileybury Figure Skating Club and the Herbert-Shea family to determine the method of commemoration.

**Carried**

**g) Administrative Report No. RS-004-2019 – Municipally Sanctioned Events**

Resolution No. 2019-121

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-004-2019; and

That Council for the City of Temiskaming Shores hereby sanctions the following events as being "*events of municipal significance*":

- Events hosted by South Temiskaming Active Travel Organization (STATO);
- Summerfest;
- New Liskeard Fall Fair;
- New Liskeard Festival of Lights;
- Village Noel Temiskaming;
- Haileybury Night of Lights;
- North on Tap;
- Canada Day Celebrations;
- Festivals de Franco-Folie;
- NOHA 100<sup>th</sup> Anniversary;
- Knock Cancer Out of the Park Ball Tournament.

**Carried**

**h) Memo No. 003-2019-CS – Victim Services of Temiskaming & District – Frog’s Breath Foundation Application**

Resolution No. 2019-122

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Victim Services of Temiskaming & District has applied for funding to the Frog’s Breath Foundation in the amount of \$15,000 for **Project Lifesaver** being a search and rescue program designed for “*at risk*” individuals prone to life threatening behavior; and

Whereas Victim Services of Temiskaming & District requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor Victim Services of Temiskaming & District funding application to the Frog’s Breath Foundation.

**Carried**

**i) Administrative Report No. CS-004-2019 – Request for Proposal - Animal Control and Pound Services Contract**

***Mayor Kidd disclosed a pecuniary interest with Administrative Report No. CS-004-2019 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2019-124.***

Resolution No. 2019-123

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby designates Deputy Mayor Jelly to chair the meeting.

**Carried**

Resolution No. 2019-124

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-004-2019; and

That Council hereby directs staff to release Request for Proposal CS-001-2019 as presented.

**Carried**

Resolution No. 2019-125

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Mayor Kidd resumes as Chair of the meeting.

**Carried**

**j) Administrative Report No. CS-005-2019 – Land Acquisition from Timiskaming District Housing Corporation – Broadway Street**

Resolution No. 2019-126

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-005-2019; and

That Council directs staff to prepare the necessary by-law and Purchase and Sale agreement for the acquisition of Part 1 on Plan 54R-6083 from Timiskaming District Housing Corporation for for consideration at the February 5, 2019 Regular Council meeting.

**Carried**

**k) Memo No. 001-2019-PW – Rate Increase Recycling Agreements with outside Municipalities**

Resolution No. 2019-127

Moved by: Councillor Foley  
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2019-PW; and

That Council hereby approves an increase from two hundred and sixty-five dollars per tonne (\$265/tonne) to two hundred and seventy-one dollars per tonne (\$271/tonne) for the acceptance and processing of recyclable materials from outside municipalities.

**Carried**

**16. By-laws**

Resolution No. 2019-128

Moved by: Councillor Jelly  
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby defers consideration of By-law No. 2019-033 (Recreation Fees) to the February 19, 2019 Regular Council meeting; and

That Council refers the matter to the next Recreation Committee meeting.

Resolution No. 2019-129

Moved by: Councillor Laferriere  
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2019-030 A by-law of The Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$422,000.00 towards the cost of the Pumper Tanker replacement

By-law No. 2019-031 Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program – 2019

By-law No. 2019-032 Being a by-law to authorize the Purchase of Land from the Timiskaming District Housing Corporation being Part 1 on Plan 54R-6083

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-130

Moved by: Councillor Foley

Seconded by: Councillor McArthur

By-law No. 2019-030;

By-law No. 2019-031; and

By-law No. 2019-032;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**17. Schedule of Council Meetings**

a) Regular – Tuesday, February 19, 2019 at 6:00 p.m.

b) Regular – Tuesday, March 5, 2019 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

None

**20. Confirming By-law**

Resolution No. 2019-131

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-034 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **February 4, 2019** and its Regular Meeting held on **February 5, 2019** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-132

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2019-034 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2019-133

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 7:15 p.m.

**Carried**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

February 1, 2019

Dear Heads of Council,

At the recent Rural Ontario Municipal Association conference, Premier Doug Ford announced the province will be launching a joint and several liability review. Liability reform represents a longstanding municipal request. Details on the nature and timing of this review and its accompanying public consultation are expected shortly.

Also known as the 1% rule, joint and several liability obliges a municipal government (which could be only 1% at fault) to pay a claimant's entire judgment in cases where other respondents are unable to pay a court ordered award. This rule means municipal governments often become the targets of litigation. It pushes municipalities to settle out of court to avoid long-drawn-out litigation for amounts that may be excessive. At the local level, this diverts property taxes away from public services to pay expensive insurance premiums or self-insurance costs. If this situation continues, efforts to limit liability exposure by scaling back public services (or activities like tobogganing in public spaces) will only continue.

Another challenge is that joint and several liability has narrowed municipal insurance choices. In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending underwriting operations citing, in part, "the impact of joint and several liability on municipal claim settlements". Less choice fuels cost.

Municipal advocacy on this issue in no way intends for injured parties to be denied justice or damages through the courts. Rather the key considerations are the inequity of how much "deep pocket" defendants are paying and the need to find a reasonable balance. Many common law jurisdictions around the world have adopted legal reforms to limit exposure and restore balance. Other countries and the vast majority of state governments south of the border have adopted forms of proportionate liability instead. Outside Ontario, others have recognized municipalities should not be insurers of last resort.

In February 2014, MPPs from all parties supported a motion calling on the province to reform joint and several liability. Nearly 200 municipal councils also supported the



motion introduced by Randy Pettapiece, MPP for Perth-Wellington, which called on the government to implement a comprehensive, long-term solution.

Building on the foundation of previous AMO work, we are assembling a group of municipal lawyers and risk managers to support municipal participation in this review. If you have a staff member or ideas that could contribute to this effort, please contact AMO Senior Advisor Matthew Wilson at [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca).

For more background, please see [AMO's Liability Reform paper](#) or view our [Managing the Cost of Risk](#) insurance survey results. Further information will be shared in the weeks ahead.

Sincerely,

Jamie McGarvey  
AMO President  
Mayor, Town of Parry Sound



7<sup>th</sup> Floor, Frost Building South  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Telephone: 416-325-0400  
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7<sup>e</sup> étage, Édifice Frost Sud  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Téléphone: 416-325-0400  
Télécopieur: 416-325-0374

February 13, 2019

Dear Head of Council:

We are writing to provide you with an update on the 2019 Ontario Municipal Partnership Fund (OMPF).

Recognizing that we are already well into the municipal budget year, the government will be maintaining the current structure of the OMPF for 2019 as well as Transitional Assistance. This means that the program and funding will remain virtually the same as in 2018, while allowing for annual data updates and related adjustments. We heard the concerns of municipalities and that is why we are now providing the certainty they need to begin finalizing their budgets.

Ministry staff are working to finalize data updates to ensure the OMPF continues to be responsive to changing municipal circumstances as is the case under the current program. Allocation notices with funding details for each municipality, as well as supporting material, will be available in mid-March. At that time, the final 2019 funding envelope will also be announced. Consistent with prior years, Transitional Assistance will continue to gradually decline as fewer municipalities require this funding.

As we communicated previously, Ontario inherited a \$15 billion deficit. The rising cost of servicing our massive debt, if left unchecked, will imperil our hospitals, schools and other public services. We cannot allow this to happen. We continue to review government transfer payments, including the OMPF, as we work to put our province back on a sustainable and responsible fiscal path.

In the coming months, we will continue to consult with municipalities to ensure the OMPF program is sustainable and focused on the Northern and rural municipalities that need this funding the most. As we noted in December, the OMPF will be reviewed. For this reason, we are committed to announcing 2020 allocations well in advance of the municipal budget year so that municipalities have appropriate time to plan.

.../cont'd

We respect our municipal partners and remain committed to listening and working together constructively to find smarter and more efficient ways to make life better for our communities.

Sincerely,

***Original Signed by***

Vic Fedeli  
Minister of Finance

c: The Honourable Steve Clark, Minister, Municipal Affairs and Housing  
Jamie McGarvey, President, Association of Municipalities of Ontario

# Memo

**To:** Mayor and Council  
**From:** Clayton Seymour, Chief Building Official  
**Date:** February 19, 2019  
**Subject:** Third Reading of By-law No 2019-026 (Traffic Fees)  
**Attachments:** None

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Mayor and Council:

Council considered Administrative Report CGP-003-2019 at the January 22, 2019 Regular Council meeting and provided provisional approval (1<sup>st</sup> and 2<sup>nd</sup> Reading) of By-law No. 2019-026 amending the set fines in By-law No. 2012-101 (Traffic By-law). Council also directed staff to consult with the Office of the Attorney General prior to third and final reading.

The Office of the Attorney General approves of the proposed amended fines and outlined some grammatical and procedural changes as well. By-law No. 2019-026 has incorporated the recommendations of the Attorney General and it is recommended that Council consider third and final reading of By-law No. 2019-026 at the February 19, 2019 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Clayton Seymour  
Chief Building Official

\_\_\_\_\_  
Shelly Zubyc  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

---

**Subject:** Temiskaming Shores Municipal  
Accommodation Tax

**Report No.:** CGP-005-2019  
**Agenda Date:** February 19, 2019

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### **Attachments**

None

### **Recommendation**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-005-2019;
2. That Council approves the implementation of the 4% Municipal Accommodation Tax effective January 1, 2020; and
3. The Council directs staff to begin the process of stakeholder meetings with accommodation providers to set up the structure of the program and bring an implementation model back to Council in the fall of 2019 for approval.

### **Background**

Destination Management Fees (DMF) or a Destination Marketing Tax (DMT) has been a common revenue tool used globally to support tourism marketing and product development strategies. These funds are often collected through either a percentage or flat monetary fee on transient accommodations (hotels).

In Ontario, prior to December 1, 2017, 29 municipalities had industry led voluntary DMF programs, including Toronto, Ottawa, Niagara Falls and in Northern Ontario, Kenora, Sault Ste. Marie and North Bay.

On May 17, 2017, in response to municipalities' request, the Province enacted Bill 127, Stronger, Healthier Ontario Act, 2017, providing single and lower-tier municipalities the authority to levy a transient accommodations tax (hotel tax). The Transient Accommodation Regulation 435/17 came into force on December 1, 2017, and provides the necessary provisions for municipalities across Ontario to implement a Municipal Accommodation Tax (MAT).

### **Analysis**

Temiskaming Shores is one of a number of Municipalities in Ontario that did not have a voluntary Destination Marketing Fee when the new Regulation was enacted on December 1, 2017.

The MAT could generate significant funding annually for tourism development and marketing. Subject to Council's approval to proceed, a MAT at the recommended rate of 4% is estimated to potentially generate approximately \$200,000 annually. The net revenues are to be used to promote tourism development and provide a new source of revenue for the Temiskaming Shores Development Corporation.

The Regulation prescribes how revenues are to be shared between the respective municipalities and designated eligible not-for profit tourism organization(s).

Fifty per cent of the revenues are to be remitted annually to one or more eligible not for profit tourism entities. “Eligible tourism entity” is defined broadly in the Regulation as a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a municipality. The Regulation defines Tourism promotion to include product development. i.e. the Temiskaming Shores Development Corporation.

The other 50 per cent of taxes to be generated, is unrestricted. In keeping with the spirit of the tax, the City of Temiskaming Shores should put these funds into tourism driven programs and projects to benefit community development. It is staff’s recommendation that most of the funds be directed to the Temiskaming Shores Development Corporation and that the TSDC will use the funds to support beneficial programs and projects. A small percentage may be kept by the municipality to cover the administration costs of implementation. A tourism subcommittee will likely be created as part of the process and this committee will provide recommendations as to how the annual funds be spent.

If implemented, the MAT as per Regulation applies to all hotels, motels, cottages and short-term accommodation doing business within the boundaries of the City of Temiskaming Shores. The tax would apply to all accommodations provided in a hotel, motel, cottage, lodge, inn, bed and breakfast, dwelling unit or any place an accommodation is provided.

Online private short-term accommodation platforms such as Airbnb and Home Away would also be subject to the MAT with each marketing platform remitting on behalf of their accommodation providers on a monthly basis.

Campsites and campgrounds for RV’s would be exempt, as are university and college residences. Other exemptions include school board accommodations, hospitals, long-term care homes and hospices.

Revenues generated from other hotel services such as meeting room rentals, food and beverage and room service, would be excluded from the MAT.

Under the Regulation, the municipality has the authority to set the tax rate and effective date. Since December 1<sup>st</sup>, 2017 regulation 435/17 came into force, a number of municipalities have implemented a 4% tax rate. MAT has approved in Timmins, Kenora, Thunder Bay, Sault Ste Marie, Sudbury and North Bay.

Staff would like to coordinate some stakeholder meetings over the next few months to gather input from those businesses affected and create the tourism committee on the TSDC, then come back to Council with a follow up report recommending the implementation of the MAT program. Below is a list of potential stakeholders who will be included in the meetings.

<b>Property Name</b>	<b>Chalets and Lodges</b>
<b>Hotels and Motels</b>	Sunnydale Cottages
Holiday Inn Express and Suites	
Quality Inn	<b>Vacation Rentals</b>
Econo Lodge	Harbour View Centre

Wheel Inn Motel	Place Sainte Marie Executive Suites
Waterfront Inn	Serenity Suites
Leisure Inn	President Suites
Edgewater Motel & Cabins	
Haileybury Beach Motel	<b>Bed &amp; Breakfasts</b>
Auberge Country Inn	Marcy's Bed and Breakfast
	Enchanted Tree Bed & Breakfast

### **Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

A Municipal Accommodation Tax at the rate proposed of 4% is estimated to potentially generate approximately \$200,000 annually. The revenues would be provided to the Temiskaming Shores Development Corporation which would then administer the community tourism program, which is defined to include product development, on the City's behalf.

This new revenue stream will enable the TSDC to provide a much more significant and targeted tourism marketing plan than is in place today. The intent of the tax is not to reduce or replace the municipal contribution to tourism, but enhance it by providing additional funding support that is not impacting the municipal budget in a negative manner.

The stakeholder meetings will be coordinated by the City's economic development staff. The stakeholder group will come back with recommendations and a draft 2020 marketing plan.

### **Alternatives**

No alternatives were considered in the preparation of this report.

### **Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
James Franks  
Economic Development  
Officer

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher Oslund  
City Manager

## Memo

**To:** Mayor and Council  
**From:** Shelly Zubyck, Director of Corporate Services  
**Date:** February 19, 2019  
**Subject:** Replacement of By-law No. 2019-015 – Development Agreement (Rivard)  
**Attachments:** Appendix 01 – Refer to By-law No. 2019-041 – New Development Agt

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Mayor and Council:

On December 18<sup>th</sup>, 2018 Council passed By-law No. 2019-015 to enter into a Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens.

Rivard Bros. have indicated they have made some changes to the development plans of the former Beach Gardens property. More specifically, the two (2) four plex buildings on the east side (Lakeside) of the property will be replaced with four (4) semi-detached dwellings.

Additionally, one semi-detached building has been replaced with a single-family dwelling on the Lakeshore Road side portion of the property.

The total number of units has been revised from 18 units to 17 units. The initial Site Plan has been revised to reflect these changes and the City is in receipt of a Site Grading Plan.

Although an amendment to By-law No. 2019-015 would be sufficient to acknowledge the modifications, it is recommended that By-law No. 2019-015 be repealed and that Council direct staff to prepare a by-law to authorize the entering into a new Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens for consideration at the February 19, 2019 Regular Council meeting.

The new agreement will allow for the final Site Grading Plan to be approved by City staff and be attached to the Agreement as Appendix C.

Prepared by: \_\_\_\_\_ Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



---

**Subject:** Tree Canopy and Council  
Maternity Leave Policies

**Report No.:** CS-006-2019  
**Agenda Date:** February 19, 2019

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### **Attachments**

**Appendix 01:** Tree Canopy and Vegetation Policy

**Appendix 02:** Council Member Pregnancy and/or Parental Leave Policy

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2019;
2. That Council directs staff to prepare the necessary by-law for a Tree Canopy and Natural Vegetation Policy for consideration at the February 19, 2019 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law for a Council Member Pregnancy and/or Parental Leave Policy for consideration at the February 19, 2019 Regular Council meeting.

### **Background**

The Province is required to review the Municipal Act every 5 years. The amendments under Bill 68 are based on the feedback from municipalities, the public and other organizations through the consultation period.

Section 259(1)c of the Municipal Act states that “*the office of a member of council becomes vacant if the member is absent from meetings for three successive months without a resolution of council.*” Bill 68 provides an exemption by stating that no resolution of council is required for an extended leave of absence related to pregnancy or parental leave for 20 consecutive weeks or less.

The amended Municipal Act under Section 270(1)(7) requires that a municipality adopt a policy outlining the manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality. Section 270(1)(8) also requires that the municipality to adopt and maintain a policy on pregnancy and parental leave for members of Council. These policies are required to become effective on March 1, 2019.

### **Analysis:**

Expertise for Municipalities (e4m) is a not-for-profit entity that has recognized that Rural Northern Ontario is underserved with respect to training and municipally related services. With the March 1, 2019 implementation date under Bill 68 for

various policies e4m retained Wishart Municipal Law Group and invited Northern Ontario municipalities to participate, at no cost, in their inaugural Electronic Training (Webinar).

The training was specific to two required policies under Bill 68, Tree Canopy and a Maternity Leave Policy for Council. Wishart’s contractual obligation through e4m was to prepare a template for both a Tree Canopy Policy and a Maternity Leave Policy in compliance with the Municipal Act to which the participating municipalities would be permitted to utilize and adopt.

**Appendix 01 – Tree Canopy and Vegetation Policy** and **Appendix 02 – Council Member Pregnancy and/or Parental Leave Policy** were developed by Wishart Municipal Law Firm Group and are being provided for use by the City of Temiskaming Shores.

Staff has reviewed the two policies and recommends that Council consider adoption of these two polices at the February 19, 2019 Regular Council meeting.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

These policies have been provided through funding paid for by e4m.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 David B. Treen  
 Municipal Clerk

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager



# Tree Canopy and Natural Vegetation Policy

*City of Temiskaming Shores*

**Important Disclaimer:** this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). If you have any questions or concerns about this policy or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this policy other than as expressly authorized or directed by Wishart Law Firm LLP.

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**Funding for this policy has been provided by Expertise for Municipalities (E4m)**

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## 1. Background

Section 270(1)(7) of the *Municipal Act, 2001*, SO 2001, c 25 requires the City of Temiskaming Shores (the “Municipality”) to adopt and maintain a policy setting out the manner in which the Municipality will protect and enhance the tree canopy and natural vegetation in the Municipality.

## 2. Recognition of resource abundance and commercial use

Being in rural or northern Ontario, the Municipality has an abundance of trees and natural vegetation. These resources play a vital role in supporting and sustaining local commercial uses including, but not limited to, pulp and paper, forestry, wood fibre and wood processing. Whether for individuals harvesting firewood or large scale industrial facilities, the Municipality recognizes the need to protect and enhance its trees and natural vegetation while at the same time ensuring they continue to be available for vital economic development.

## 3. Application

This policy applies to all properties and development, on public and private lands, within the Municipality. It is a resource which can be referred to and utilized as establishing guiding principles for residential, commercial and public purposes.

## 4. Definitions

“Natural vegetation” means the native plant life that grows naturally without human intervention in a geographic region.

“Shoreline buffer” means a treed or vegetated strip of land that borders a creek, river or lake.

“Tree canopy” means the layer of tree leaves, branches and stems that cover the ground when viewed from above.

## 5. Purposes

- To recognize the benefits to the Municipality from protecting and enhancing its tree canopy and natural vegetation.
- To promote understanding and appreciation of the Municipality’s tree canopy and natural vegetation.
- To support a robust tree canopy and high quality natural vegetation in the Municipality

and their contribution to sustainable development.

- To promote biodiversity in the Municipality.
- To reflect and promote awareness of current and future environmental qualities, issues and benefits.
- To confirm the importance of the wood/fibre industry in the local economy.

## 6. Planning

When development is considered, the Municipality will apply creative approaches to planning to protect and enhance its tree canopy and natural vegetation so as to ensure the Municipality's amenity values and identity is enhanced as it grows.

## 7. Education and Advice

The Municipality will promote understanding of the benefits of protecting and enhancing its tree canopy and natural vegetation by promoting community education programs and working with developers and community organizations.

## 8. Tree Canopy and Natural Vegetation Benefits

There are many benefits the Municipality stands to gain from protecting and enhancing its tree canopy and natural vegetation, including:

- **Reduced heating/cooling costs:** trees and natural vegetation shield against wind and snow and can also insulate buildings in the winter reducing heating costs. Canopy shade can also reduce cooling costs.
- **Increased property value:** studies have shown general increases of up to 37% in residential property values associated with the presence of trees and natural vegetation on a property.
- **Improved quality of life:** time spent in greenspace improves mental health and well-being across numerous dimensions from stress reduction to physical activity.
- **Better economy:** trees and natural vegetation are a key driver of the local economy and play an important role in economic development.
- **Provide wildlife habitat:** trees and natural vegetation create an ecosystem to provide habitat and food for birds, mammals and insects.
- **Better air quality:** trees and natural vegetation filter out many common airborne pollutants.

- **Carbon sequestration:** trees can mitigate carbon emissions and help fight climate change.
- **More privacy:** trees and vegetation provide a natural barrier that obstruct views and dampen sound between properties.
- **Stormwater management:** trees and natural vegetation alter and slow the path of rainfall, recharge groundwater, reduce surface water contaminants and can prevent erosion along slopes.

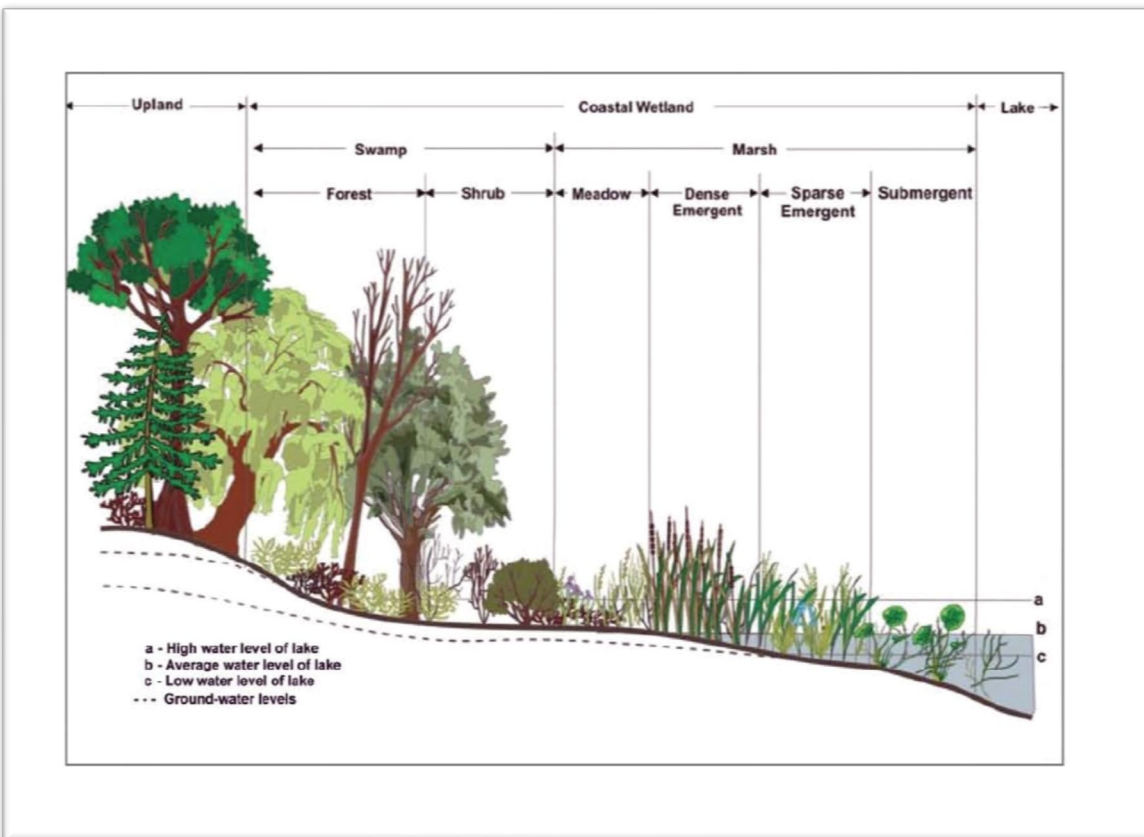


[This Photo](#) by Unknown Author is licensed under [CC BY-NC-ND](#)

## 9. The Value of Shoreline Vegetation and Buffers

Trees and natural vegetation along or adjacent to a shoreline help to stabilize shorelines and protect water quality. For instance, the roots of trees prevent erosion by keeping soil in place, while natural vegetation slows the velocity of rainfall resulting in reduced off-site movement of soil particles. Further, shoreline vegetation traps sediments and pollution, which helps to keep water clean and prevent algal blooms, excessive weed growth and loss of fish habitat.





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Where the land use adjacent to a waterbody is residential, the Ontario Ministry of Natural Resources and Forestry recommends a minimum shoreline buffer width of 15 metres for water quality protection around lakes and rivers supporting warm water aquatic species and a minimum shoreline buffer width of 30 metres where the waterbody supports cold water aquatic species.

Studies have shown that a range of buffer widths can be effective in promoting buffer functions such as removing sediments, nutrients and metals. Generally speaking the consensus in these studies is that under most conditions, buffer widths should be a minimum of 15 to 30 metres and variable width buffers may be more effective at addressing site-specific conditions. Variable width buffers can, however, be more costly to implement.

## 10. Disclaimer, References and Relevant Legislation

This policy does not take precedence over any by-laws, resolutions, plans or agreements of the Municipality.

When reviewing this policy reference may be made to:

- *Municipal Act, 2001*
- *Planning Act*
- Official Plan
- Provincial Policy Statement
- Ministry of Natural Resources and Forestry Natural Heritage Reference Manual

## **11. Review**

This policy shall be reviewed each term of Council or as required to legislative changes.



# Council Member Pregnancy and/or Parental Leave Policy

*City of Temiskaming Shores*

**Important Disclaimer:** this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). Wishart Law Firm LLP recommends that legal advice be sought by the Integrity Commissioner or anyone acting under his or her authority in responding to an application or conducting an inquiry pursuant to this policy. If you have any questions or concerns about this protocol or how to implement this policy, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this policy other than as expressly authorized or directed by Wishart Law Firm LLP.

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**Funding for this policy has been provided by Expertise for Municipalities (E4m)**

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## 1. Purpose

Section 270(1)(8) of the *Municipal Act, 2001*, SO 2001, c 25 requires City of Temiskaming Shores to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council.

## 2. Definitions

“Act” means the Municipal Act, 2001, SO 2001, c 25.

“Council” means the Municipality’s Council.

“Member” means a member of the Municipality’s Council.

“Municipality” means the City of Temiskaming Shores.

“Pregnancy and/or Parental Leave” means the absence of a Member as a result of the Member’s pregnancy, the birth of the Member’s child or the adoption of a child by the Member.

## 3. Notice of Pregnancy and/or Parental Leave

To the extent circumstances so permit, a Member shall provide written notice to the Municipality’s City Manager at least 8 weeks before the plan to begin Pregnancy and/or Parental Leave.

It is understood that a Member may not be capable of submitting such notice within the 8 week period set out above or at any time before beginning Pregnancy and/or Parental Leave. A Member shall, nevertheless, act in good faith in providing written notice to the Municipality’s City Manager as far in advance of beginning Pregnancy and/or Parental leave as is reasonably possible.

## 4. Member’s office not to become vacant

If a Member is absent from the meetings of council as a result of Pregnancy and/or Parental Leave, the office of the member shall not become vacant if the member’s absence is:

- (a) for 20 consecutive weeks or less; or
- (b) authorized by council to exceed 20 consecutive weeks.

## 5. Accommodation

The Municipality shall accommodate a Member's Pregnancy and/or Parental Leave by doing all of the following:

1. Ensuring the Member continues to receive a copy of council packages and other relevant communications;
2. Ensuring the Member continues to receive all remuneration and benefits to which the Member is entitled;
3. Continuing to pay all the Member's Municipal benefit premiums.
4. Permitting the Member to have access to all equipment supplied to a regular member including but not limited to access to information technology equipment, account access and elected officials staff support;
5. Permitting the Member to attend meetings of Council and/or committees in person or by any other means permitted by the Act if the member chooses to do so.

## 6. Loss of quorum

In the unlikely event that quorum is lost as a result of one or more Members being on Pregnancy and/or Parental Leave, Council shall make an application to a Judge of the Ontario Superior Court of Justice for an order authorizing the remaining Members to form a quorum.

## 7. Temporary appointments

Council shall make temporary appointments to fill any vacancies to committees, boards, or other bodies that the Member is a member of as an appointee of Council or local board which result from the Member being on Pregnancy and/or Parental Leave.

Notwithstanding, at any point in time during a Member's Pregnancy and/or Parental Leave, the Member can provide written notice to the Municipality's City Manager of their intent to lift any of the Council approved, temporary appointments and resume their participation. The Member shall inform the Municipality's City Manager, with proper notice, of any changes regarding their return date.

## 8. Expectation upon Expiry of Pregnancy and/or Parental Leave

It is expected that upon returning from Pregnancy and/or Parental Leave a Member will resume:

- (a) all appointments that have been temporarily filled by Council under this policy; and
- (b) attending the meetings of Council in person or by any other means permitted by the Act.

For clarity, if after returning from Pregnancy and/or Parental Leave the Member is absent from the meetings of Council for three successive months without being on Pregnancy and/or Parental Leave or being authorized to do so by a resolution of Council the Member's office shall become vacant. In such circumstances Council shall at its next meeting declare the office to be vacant, except if the vacancy occurs as a result of the Member's death, in which case Council may make the declaration at either of its next two meetings. (See Act s.259(1)(c) and s. 262(1)).

## 9. Compliance

In the event of policy violation, the Municipality's integrity commissioner may investigate and determine appropriate corrective action.

## 10. References and Relevant Legislation

When reviewing this policy reference may be made to:

- *Municipal Act, 2001*
- Staff-Council Relations Policy
- Integrity Commissioner Protocol
- Code of Conduct

## 11. Review

This policy shall be reviewed each term of Council or as required to legislative changes.



---

**Subject:** Conflict of Interest Act - Registry  
and Declaration

**Report No.:** CS-007-2019  
**Agenda Date:** February 19, 2019

---

### **Attachments**

**Appendix 01:** Declaration of Interest under MCIA

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2019; and
2. That Council endorses use of the form, being Appendix 01 to Administrative Report No. CS-007-2019, for making written statements under the *Municipal Conflict of Interest Act*;
3. That the Clerk is hereby authorized to make modifications as necessary to Appendix 01 where such modifications do not alter the intent of the form;
4. That Council directs the Clerk's Office to maintain a Registry of declared conflicts in accordance to the Act available for public inspection during normal working hours.

### **Background**

The *Modernizing Ontario's Municipal Legislation Act* was given Royal Assent and made substantial changes to the *Municipal Conflict of Interest Act* (MCIA). Under Section 5.1 of the MCIA members are required, as of March 1, 2019 to file a **written** statement after he or she discloses a pecuniary interest under Section 5 of the Act. The statement will need to be provided to the Clerk (or Secretary of the Board).

In addition to Section 5.1; Section 5.2 requires that members that have declared a pecuniary interest shall not use his or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter.

The MCIA also requires, as of March 1, 2019, a municipality or a local board to establish and maintain a registry for all written statements filed under Section 5.1 (the member's written disclosure of interest statement as well as the general nature) and a copy of each declaration recorded under Section 6. These records are to be made available to the public for public inspection in the manner and timing determined by the municipality or the board.

### **Analysis:**

The MCIA states that a "written statement" needs to be provided to the Clerk or secretary of the committee or board which the member discloses "the interest (direct,

indirect or deemed) and its general nature”. There are no prescribed forms or process identified in the Act for the required written statement, therefore the municipality may develop its own process and/or form to be used for the purposes of a “written statement of the interest and general nature”.

**Appendix 01 – Declaration of Interest under MCIA** form has been developed and is proposed to be used for the written declaration. This form has been created in such a manner that it can not only be used by Council, but also the local boards of Council (i.e. Committee of Adjustments, Property Standards, etc.).

The Clerk’s Department will maintain a registry of declared conflicts in accordance with the MCIA and it will be made available to the public for public inspection during normal working hours.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A   
 This item is within the approved budget amount: Yes  No  N/A

There are no financial implications with the implementation of this process outside of regular administrative functions of staff.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____ David B. Treen Municipal Clerk	_____ Shelly Zubyck Director of Corporate Services	_____ Christopher W. Oslund City Manager

**Meeting/Agenda:**     Council     Committee of Council

Name of Board/Committee: \_\_\_\_\_  
(if not Council)

**Details:**

Subject matter: \_\_\_\_\_

Report/Memo No.: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

**Members Signature / Certification:**

I, \_\_\_\_\_ am hereby disclosing a potential ( **Deemed**  
/  **Direct** /  **Indirect**) pecuniary interest in regards to the above noted  
subject matter for the following reasons:

**Reason** (general nature of interest):

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Note:**

For an “*indirect pecuniary interest*” see Section 2 of the *Municipal Conflict of Interest Act*.

For a “*deemed*” direct or indirect pecuniary interest see Section 3 of the *Municipal Conflict of Interest Act*”.

---

**Subject:** Disposition of Land - Temiskaming Shores Seniors Housing Corp.      **Report No.:** CS-008-2019  
**Agenda Date:** February 19, 2019

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### **Attachments**

**Appendix 01:** Reference Plan 54R-6084  
**Appendix 02:** Purchase and Sale Agreement  
**Appendix 03:** Resolution No. 2018-322

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-008-2019; and
2. That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Temiskaming Shores Seniors Housing Corporation as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1 to 6 on Plan 54R-6084 in the amount of \$2 for consideration at the February 19, 2019 Regular Council meeting.

### **Background**

Council adopted Resolution No. 2018-322 at the June 28, 2018 Special Council meeting in regards to the Temiskaming Shores Seniors Housing Corporation's (TSSHC) Affordable Seniors Housing Project Funding application and agreed to support the project including the donation of Parts 3 & 4 on Plan 54R-6021 valued at \$216,115.

A public meeting was held in conjunction with the January 22, 2019 Regular Council meeting for the potential disposition of the subject lands. It was indicated during the presentation that there will be a requirement for a Reference Plan for the purposes of creating an easement for the existing large diameter culvert crossing the subject property.

There were three individuals that spoke at the meeting in regards to the proposed development summarized as follows:

#### ***Bill Ramsay – Snowmobile Club***

Club seeking an easement across the subject property in order to maintain trail system prior to the sale to the TSSHC.

#### ***2 Area Residents – M.J. Breault-Elliott & S. Brazeau***

Concerns raised in regards to water pressure reductions with new development; storm drainage, feel current ditches cannot accommodate existing flows and impact from project. Traffic implications related to development as it is already difficult to exit onto Highway 11 at Drive In Theatre Road and Highway 65 at Wendy's/Wilson's.

## **Analysis:**

TSSHC has negotiated an agreement with CGV Builders and have expressed an interest in acquiring the property prior to March 1, 2019. A meeting between City senior staff, CVG and Temiskaming Shores Senior's Housing Corporation was held at City Hall on January 31, 2019.

Various items were discussed and are summarized as follows:

### ***Storm Water Management***

Storm Water Management will be part of the Site Plan Control Agreement. The catchment area within which this project is situated outlets across Highway 11 near the south entrance to the Husky. Since the development is within 450 m of Highway 11, the Ministry of Transportation of Ontario (MTO) will be involved in the approval of the storm water management program, thus some type of on-site storm water management retention will likely be required.

### ***Water / Sanitary Services***

There are no concerns from a sanitary capacity perspective. The connection of the New Liskeard water distribution system to the Dymond water distribution system has result in conversion of the Dymond water treatment plant into a reservoir. Subsequent to the connection there have been documented pressure concerns from residents in the subdivision.

Public Works has identified a proposed dedicated feeder main within the Dymond distribution system along Raymond Street that would stabilize the system. This project is to be considered as part of the 2019 Capital Budget.

### ***Traffic Impact Study***

A traffic impact study has been prepared by the City to support the extension of Grant Drive south to Highway 65 East. This study is currently being reviewed by MTO. Each development within the study area may be required to have a traffic brief or traffic impact statement prepared by a consultant and approved by the Ministry.

### ***Access***

Public Works outlined that there is a permitting process for access (driveway).

### ***Zoning***

There is a requirement for an amendment to the zoning by-law as well as the necessity for a Site Plan Agreement. CGV will work on the applications for these two requirements and will submit at the earliest possible convenience in order to maintain construction timelines.

### ***Snowmobile Trails***

CGV illustrated that there is insufficient side yard setback along the north and west boundary lines to accommodate an easement for the snowmobile club. The TSSHC outlined that an easement along the southern boundary could be an option.

### ***Transfer of Property***

TSSHC is hopeful to have March 1, 2019 as the closing date for the transfer of the property. Staff will contact Surveyors on Site to complete the required reference plan and contact Lisa Neil at Evans Bragagnolo and Sullivan (EBS) to prepare the necessary Purchase and Sale Agreement as well as the Easement Agreement for the large 1200 mm diameter culvert.

Mr. Ramsay has been informed of the setbacks associated with the development and that a snowmobile easement cannot be accommodated on the north or west boundaries of the subject

property. Mr. Ramsay will be speaking with the Husky with the objective of determining if a portion of their property could be utilized.

Public Works has and will continue to perform annual spring ditching in this area and as noted in the discussions with CGV and TSSHC storm water management will be addressed through the Site Plan Agreement. Council will also be considering the dedicated feeder along Raymond Street as part of the 2019 Capital Budget process.

**Appendix 01 – Reference Plan 54R-6084** has been registered and **Appendix 02 – Purchase and Sale Agreement** has been prepared by Lisa Neil (EBS). It is recommended that Council consider disposition of the property at the February 19, 2019 Regular Council meeting.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

**Appendix 03 – Resolution No. 2018-322** adopted at the June 28, 2018 Special Council meeting outlines that the property is to be donated to the Temiskaming Shores Seniors Housing Corporation’s (TSSHC).

The resolution outlines other obligations of the municipality including installation of water/sanitary service laterals to property line, waiving of Site Plan Control Agreement and Zoning By-law amendment application fees, waive building permit fees and the implementation of a Property Tax Rebate program over five years estimated at \$905,600.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 David B. Treen  
 Municipal Clerk

\_\_\_\_\_  
 Doug Walsh  
 Director of Public Works

\_\_\_\_\_  
 Jennifer Pye  
 Planner

Reviewed by:

Reviewed and submitted for  
 Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

INTEGRATION COORDINATE TABLES

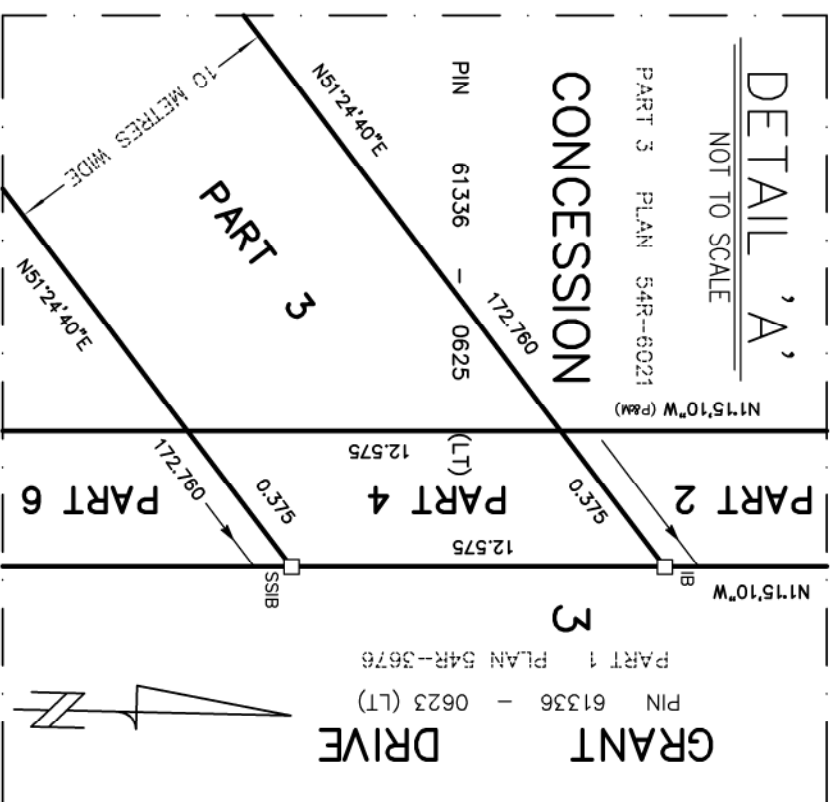
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00819740135	5261369.858	598036.733
01019801501	5267341.128	599712.544
UTM ZONE 17, NAD83(ORIGINAL)		

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM ZONE 17, NAD83(ORIGINAL).

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.R.E.G. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
Ⓐ	5265742.95	600100.15
Ⓑ	5265352.83	600108.68
Ⓒ	5265416.05	599966.90
Ⓓ	5265647.96	599965.00

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



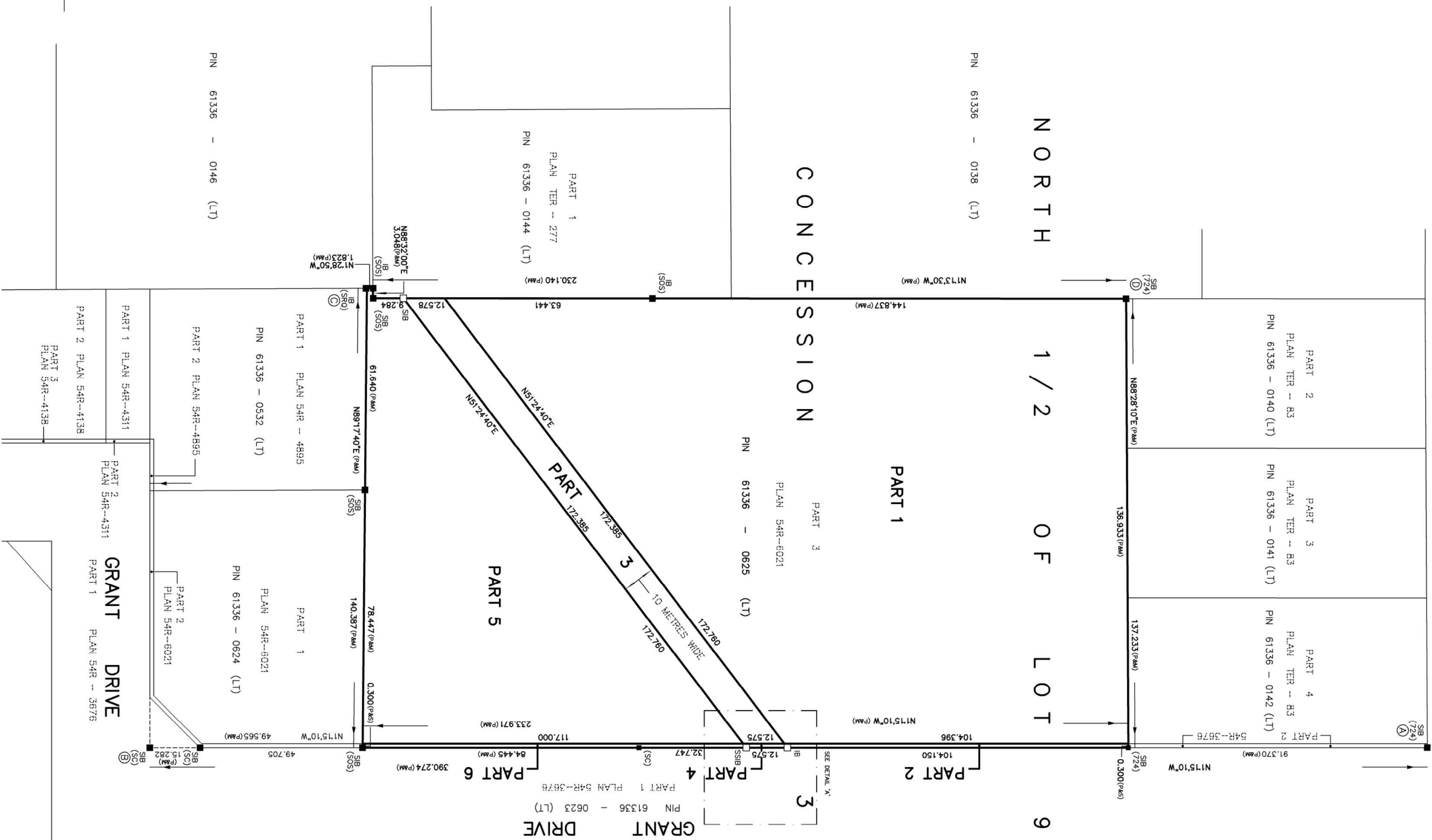
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 9th DAY OF JANUARY, 2018.

FEBRUARY 4, 2019  
NEW LISKEARD, ONTARIO

RYAN SEGUN  
ONTARIO LAND SURVEYOR



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 54R-6084  
RECEIVED AND DEPOSITED

DATE: FEBRUARY 4, 2019

DATE: 2019-02-14

RYAN SEGUN  
ONTARIO LAND SURVEYOR

"JONATHAN PAQUIN"  
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF TIMISKAMING (No. 54).

SCHEDULE			
PART	LOT	CONCESSION	PIN
1			
2			
3	PART OF THE NORTH 1/2 OF LOT 9		
4			
5			
6			

PART	LOT	CONCESSION	PIN	AREA (Hq/m <sup>2</sup> )
1				2,1417 Hq
2				31m <sup>2</sup>
3				0.1724 Hq
4				3.7m <sup>2</sup>
5				0.8787 Hq
6				35m <sup>2</sup>

GEOGRAPHIC TOWNSHIP OF DYMOND

PIN SUMMARY - PARTS 1 THROUGH 6 COMPRISE PART OF PIN 61336-0625 (LT).

PLAN OF SURVEY OF PART OF THE NORTH 1/2 OF LOT 9, CONCESSION 3  
GEOGRAPHIC TOWNSHIP OF DYMOND  
CITY OF TEMISKAMING SHORES  
DISTRICT OF TIMISKAMING

SCALE 1 : 1000 METRES  
0 5 10 15 20 40 60 80 120 METRES  
SURVEYORS ON SITE INC.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SB STANDARD IRON BAR
- IB IRON BAR
- PLAN 54R-6021
- W.J. RYAN, O.L.S.
- H. SUTCLIFFE LTD., O.L.S.
- H. SURVEYORS ON SITE INC., O.L.S.
- SURVEYOR'S ROD
- SUTCLIFFE RODDY QUESNEL INC., O.L.S.

NOTES

- DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
- DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99969397.
- BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS H0M00819740135 & H0M01019801501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(ORIGINAL).



P.O. BOX 1599  
17 WELLINGTON STREET  
NEW LISKEARD, ONTARIO, P0J 1P0  
705-622-0872  
www.surveyorsonsite.com

# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of February, 2019

**BUYER:** Temiskaming Shores Seniors Housing Corp., agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** The Corporation of the City of Temiskaming Shores, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address PT N1/2 LT 9, CON 3, PTS 3&4 PL54R6021, New Liskeard, Ontario P0J 1P0

fronting on the \_\_\_\_\_ side of \_\_\_\_\_

in the \_\_\_\_\_

and having a frontage of \_\_\_\_\_ more or less by a depth of \_\_\_\_\_ more or less

and legally described as PART OF N 1/2 OF LOT 9 CON 3; PTS 3 & 4 PL 54R6021; DYMOND; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (Part of PIN 61336-0625)

(Legal description of land including easements not described elsewhere) (the "property")

**PURCHASE PRICE:** Dollars (CDN\$) 2.00

Two dollars Dollars

**DEPOSIT:** Buyer submits \_\_\_\_\_  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

No dollars Dollars (CDN\$) 0.00

by negotiable cheque payable to n/a "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Seller until 5:00 on the 20th  
(Seller/Buyer) (~~XXX~~/p.m.)


day of February 2019, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 1st day of March

2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** N/A  
.....  
.....  
.....  
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:** N/A  
.....  
.....  
.....  
.....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:


N/A  
.....  
.....  
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before ..... (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 25 day of Februray, 2019, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

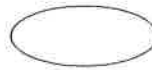
work orders or deficiency notices affecting the property, and that its present use (VACANT LAND) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.


9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) ..... (Buyer) ..... (Seal) ..... **2019-02-12** ..... (Date)

..... (Witness) ..... (Buyer) ..... (Seal) ..... (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) ..... (Seller) ..... (Seal) ..... **2019-02-12** ..... (Date)

..... (Witness) ..... (Seller) ..... (Seal) ..... (Date)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) ..... (Spouse) ..... (Seal) ..... (Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... this ..... day of....., 20.....  
~~XXXX~~/p.m.)

..... (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage .....	..... (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage .....	..... (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Seller) ..... (Date)

..... (Seller) ..... (Date)

Address for Service **325 Farr Drive, Haileybury, ON P0J 1K0**

**705-672-3363**

..... (Tel. No.)

Seller's Lawyer **LISA ANNE MARIE NEIL**

Address **488 Ferguson Avenue, Box 490, Haileybury, ON**

Email **LNeil@ebslawyers.com**

**705-672-3338** ..... **705-672-2451**

(Tel. No.) ..... (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Buyer) ..... (Date)

..... (Buyer) ..... (Date)

Address for Service .....

..... (Tel. No.)

Buyer's Lawyer **LISA ANNE MARIE NEIL**

Address **488 Ferguson Ave., P.O. Box 490, Haileybury, ON P0J 1K0**

Email **LNeil@ebslawyers.com**

**705-672-3338** ..... **705-672-2451**

(Tel. No.) ..... (Fax. No.)

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:  
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

..... (Authorized to bind the Listing Brokerage) ..... (Authorized to bind the Co-operating Brokerage)

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## Form

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** Temiskaming Shores Seniors Housing Corp., and

**SELLER:** The Corporation of the City of Temiskaming Shores

for the purchase and sale of PT N1/2 LT 9, CON 3, PTS 3&4 PL54R6021, New Liskeard, Ontario P0J 1P0

dated the \_\_\_\_\_ day of \_\_\_\_\_,


Buyer agrees to pay the balance as follows:

**The Purchaser acknowledges that there is a municipal services easement that runs on this property and that the Vendor shall register such easement on title prior to the closing of this transaction.**

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

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The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Thursday, June 28, 2018

**Resolution**

**Under Section 239 (2) (h) of the Municipal Act, 2001 – information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – Funding Application – Affordable Seniors Housing Project**

Resolution No. 2018-322

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges the presentation from Mayor Kidd in regards to the Temiskaming Shores Seniors Housing Corporation's Affordable Seniors Housing Project Funding Application to the Canada Mortgage and Housing Corporation under the National Housing Co-Investment Fund – New Construction System;

That Council hereby agrees in principle to partner in the project and provide the following in-kind support to the Affordable Seniors Housing Project:

- Donation of Parts 3 & 4 on Plan 54R-6021 valued at \$216,115;
- Installation of water and sanitary service laterals to the property line;
- Waiving the Site Plan Control Agreement fees estimated at \$600;
- Waiving the Zoning By-law Amendment fees estimated at \$1,000;
- Waiving of the Building Permit fees estimated at \$ 65,000;
- Implementation of a Property Tax Rebate Program (Municipal portion only) over five years estimated at \$ 905,600

**Carried**

Certified True Copy  
City of Temiskaming Shores

A blue ink signature of David B. Treen, written over a horizontal line.

David B. Treen  
Municipal Clerk

---

**Subject:** Appointment of an Integrity  
Commissioner

**Report No.:** CS-009-2019  
**Agenda Date:** February 19, 2019

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## **Attachments**

**Appendix 01:** Integrity Commissioner Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-009-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a two (2) year Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services commencing on March 1, 2019 for consideration at the February 19, 2019 Regular Council meeting.

## **Background**

Under Bill 68, the previously discretionary authority to adopt codes of conduct and appoint an integrity commissioner will now be mandatory for all Ontario municipalities as of March 1, 2019. Specifically, integrity commissioners will now have the legislated responsibility of providing advice and education to Members of Council, members of local boards, municipal staff and the public and will oversee a new process for Municipal Conflict of Interest Act complaints.

Section 223.3 of the Municipal Act, 2001 has been amended as follows:

### **Integrity Commissioner**

223.3(1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.

5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act.

An Integrity Commissioner has the powers of inquiry and delegation as well as a duty of confidentiality and reporting requirements as follows:

- Report directly to Council on matters related to the Code of Conduct and other policies, rules or procedures related to ethics for Council;
- Preserve secrecy with respect to all matters that come to my attention;
- Power to undertake investigation into complaints alleging contraventions of the applicable code of conduct;
- Reports are public and permitted to disclose necessary information related to the findings while maintaining confidentiality;
- Make recommendations to City Council relating to Code of Conduct breaches, but only Council can sanction one of its Members.

### **Analysis:**

Council considered Memo No. 034-2017-CS at the November 7, 2017 Regular Council meeting within which it is indicated that the Temiskaming Municipal Association (TMA) received a presentation from the Ministry of Municipal Affairs in October 2017 in regards to Bill 68 (Integrity Commissioner) as well as a proposal from Expertise for Municipalities (e4m).

Subsequently the TMA approached all member municipalities to pass a motion (agreeing or disagreeing) to authorize the TMA to pursue the retention of an Integrity Commissioner on behalf of its member municipalities. Council adopted Resolution No. 2017-438 (November 7, 2017) authorizing the TMA to pursue the initiative.

At the November 29, 2018 meeting of the TMA, Peggy Young-Lovelace (e4m) made a presentation in regards to the role of the Integrity Commissioner. Subsequently the TMA has recommended that each municipality should review the proposal from e4m and consider appointing them as the Integrity Commissioner.

Given the variety of unknown financial implications surrounding the appointment of an Integrity Commissioner it is further recommended that the terms of the agreement also include a provision to opt out of the agreement with three (3) months notice as well as be for a two year period.



**Appendix 01 – Integrity Commissioner Agreement** has been drafted and is recommended to be considered by Council at the February 19, 2019 Regular Council meeting.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

Within the proposal from e4m there is no annual retainer fee and any services provided will be at an hourly rate \$125 plus any required travel and accommodations. Instances as to when an Integrity Commissioner would be required cannot be quantified, however in the event that their services are required such fees would be drawn from the City Manager’s Professional Fees budget.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 David B. Treen  
 Municipal Clerk

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher Oslund  
 City Manager

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-000**

**Being a by-law to enter into a Service Agreement with Expertise  
for Municipalities (e4m) for Integrity Commissioner Services for  
the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality;

**And whereas** Council considered Administrative Report No. CS-009-2019 at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services commencing on March 1, 2019 for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into a Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 19<sup>th</sup> day of February, 2019.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to

**By-law No. 2019-000**

Service Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Expertise for Municipalities (e4m)**

for Integrity Commissioner Services

**This Service Agreement** made in duplicate this 19<sup>th</sup> day of February, 2019.

Between:

**Corporation of the City of Temiskaming Shores**  
(hereinafter called “the City”)

And:

**Expertise for Municipalities (e4m)**  
(hereinafter called “the Service Provider”)

Witnesseth:

That the City and the Service Provider shall undertake and agree as follows:

**1. Contract Period**

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1<sup>st</sup> day of March, 2019** and shall terminate on the **28<sup>th</sup> day of February, 2021**.

**2. Right to Terminate Agreement**

The parties agree that this agreement may be terminated after three (3) months written notice of termination by either party.

**3. Breach of Policy / Code of Conduct**

The Service Provider will only accept written requests for investigation on forms, attached hereto as Appendix 01. The Service Provider will only act upon written submission that fall under the obligations of an Integrity Commissioner in accordance with Part V.1 – Accountability and Transparency contained the Municipal Act, 2001 as amended.

**4. Services**

The Service Provider shall provide all services described Form of Agreement, attached hereto as Appendix 02.

**5. Communication / Notice**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall

be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Service Provider:

**Expertise for Municipalities (e4m)**  
1894 Lasalle Blvd.  
Sudbury, Ontario  
P3A 2A4

Attn.: Peggy Young-Lovelace

Email: [peggy@e4m.solutions](mailto:peggy@e4m.solutions)

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: David B. Treen

Email: [dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

## 6. Indemnification of Corporation

The Service Provider shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Service Provider’s negligence or wilful misconduct when performing the Services.

## 7. WSIB and Service Provider Personnel

The Service Provider’s employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Service Provider’s employees must be experienced.

The Service Provider must remain in good standing with the Worker’s Compensation Board throughout the duration of the agreement. The Service Provider clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Service Provider shall be responsible for and pay all dues and assessments payable under the Worker’s Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Service Provider shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Service Provider as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker’s Compensation Act can be obtained directly from the Worker’s Compensation Board.

The Service Provider is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Service Provider as may be required to cover such default.

**Remainder of Page left blank intentionally**

**In witness whereof** the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

**Expertise for Municipalities (e4m)**

\_\_\_\_\_  
Partner – Peggy Young-Lovelace

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**Application to Integrity Commissioner  
Formal Complaint Affidavit**

Please note that signing a false affidavit may expose you to prosecution under the Criminal Code and also to civil liability for defamation.

Affidavit of: \_\_\_\_\_

I, \_\_\_\_\_ (full name) of the \_\_\_\_\_ (City/Town) of \_\_\_\_\_

in the Province of Ontario make oath and affirm:

1. I have personal knowledge of the facts as set out in this affidavit, because (insert reasons i.e. I work for... I attended the meeting at which.... etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have reasonable and probable grounds to believe that a member of the City of Temiskaming Shores Council or local board, \_\_\_\_\_ (specify name) has contravened section(s) \_\_\_\_\_ of \_\_\_\_\_ (Code of Conduct, Procedural By-law, etc. MCIA). The particulars of which are as follows: (set out the facts and if necessary use reverse side of this page)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I affirm that the statements contained herein are, to the best of my knowledge, are true and accurate in all respects.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mail to: **Integrity Commissioner**  
**c/o Expertise for Municipalities**  
1894 Lasalle Blvd.  
Sudbury, Ontario P3A 2A4



Appendix 02 to  
Schedule "A" to

**By-law No. 2019-000**

Form of Agreement

Expertise for  
Municipalities

Peggy Young-Lovelace  
Partner

1894 Lasalle Blvd.  
Sudbury, ON P3A 2A4

Tel. 705-863-3306

Fax. 705-806-4000

peggy@e4m.solutions

## INTEGRITY COMMISSIONER SERVICES PROPOSAL

for

## THE CITY OF TEMISKAMING SHORES



Submitted by: Expertise for Municipalities

January 17, 2019

City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

Via Email: [dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

Attention: Ms. David Treen - Clerk

January 17, 2019

Dear Mr. Treen:

**RE: Integrity Commissioner Proposal**

Further to your recent request, I am pleased to introduce you to Expertise for Municipalities.

We are a group of municipal colleagues who believe in the good work that is being done in the municipal sector. We also believe that we can be of great assistance to many communities, particularly those in Rural and Rural Northern Ontario.

To that end, we submit for your consideration and as requested, the following proposal for the services of Integrity Commissioner for the City of Temiskaming Shores. We can most certainly make ourselves available for a presentation or meeting with you and your Council or Selection Committee at a date and time that is most convenient for you.

For questions related to our submission please contact Peggy Young-Lovelace by phone at 705-863-3306 or by email at [peggy@e4m.solutions](mailto:peggy@e4m.solutions).

**Best Regards,**



**Peggy Young-Lovelace**  
Partner



*Expertise for Municipalities*  
Sudbury, Ontario

## **About Us**

A group of like-minded thinkers recognized that the municipal sector in Rural and Rural Northern Ontario is underserved with respect to training and municipally related services. The group also recognized that this same part of the sector, at times, lacks the capacity (human and financial) to execute practices necessary to comply with legislation and good governance. To that end, there was a desire to make a difference by giving back to the sector. To accomplish this, they incorporated Expertise for Municipalities (E<sup>4</sup>m) as a not-for-profit association (July 2017) to empower excellence in small municipalities.

E<sup>4</sup>m believes in the following core principles:

- a) That by providing “on the ground” support services to small municipalities, in all aspects of the municipal operation, we can help municipalities with limited budgets and few staff succeed in delivering mandatory services;
- b) That by holding relevant conferences, meetings, or training sessions this segment of the municipal sector will be strengthened through the professional development of its elected officials, employees and volunteers;
- c) That by assisting small municipalities with preparing presentations to government and/or the private sector we can help them to deliver on and advocate for the municipal mandate;
- d) That by sharing information collected resulting from research carried out by E<sup>4</sup>m, municipalities can be better equipped to address issues and solve problems;
- e) That by promoting the principles of good municipal governance we can encourage municipalities to achieve strength and sustainability through sound governmental practices and public engagement; and
- f) That we can give back to the municipal sector by transferring knowledge and assisting to build capacity.

E<sup>4</sup>m is a network of municipal professionals with a wide array of competencies and experiences who have a passion and commitment to providing small municipalities with affordable professional services.

## **Our Understanding of the Requirements**

### **Integrity Commissioner**

Many municipalities, like The City of Temiskaming Shores may have already opted to adopt a Code of Ethics and Conduct (the “Code of Conduct”) for Members of Council. Many municipalities may have included provisions for the use of an Integrity Commissioner to carry out an investigation of a breach of their Code of Conduct.

The landscape has now changed<sup>1</sup>. The *Municipal Act* now has more concretely defined the role of the Integrity Commissioner. Bill 68 (2017) amendments will require municipalities to have a Code of Conduct and appoint an Integrity Commissioner for Council, its Committees and Local Boards to:

---

<sup>1</sup> This will require a change to any Code of Conduct and the investigation process.



1. Provide advice, upon request, to Members of Council, Committees & Local Boards respecting their obligations under:
  - a. the Municipality's Code of Conduct;
  - b. a procedure, rule or policy of the Municipality or Local Board governing the ethical behaviour of Members; and
  - c. the *Municipal Conflict of Interest Act* Sections 5, 5.1 and 5.2
2. Provide Educational Information to Members of Council, Committees, Local Boards and Members of the public about
  - a. the Municipality's Code of Conduct; and
  - b. the *Municipal Conflict of Interest Act* Sections 5, 5.1 and 5.2
3. Investigate and make findings as to
  - a. the application of the code of conduct for Members of Council and the code of conduct for Members of Local Boards;
  - b. the application of any procedures, rules and policies of the municipality and local boards governing ethical behaviour of Members; and
  - c. the application of Sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*.

Municipal Councils have the option of appointing their own Integrity Commissioner or requesting a neighbouring municipality, who already has an Integrity Commissioner appointed, provide them the service to fulfill their obligations under these changes to the *Municipal Act*. These changes come into effect March of 2019.

Of interest with these changes, is the addition of complaints under the *Municipal Conflict of Interest Act* being under the purview of the Integrity Commissioner. Previously, anyone who believed a breach of the said Act had occurred needed to assume the cost of a legal action. These complaints can now be made to the Integrity Commissioner. The Integrity Commissioner upon completing an investigation and considering it appropriate can apply to a judge under Section 8 of the *Municipal Conflict of Interest Act*. Many in the municipal sector believe that this will create an influx of complaints.

In the spirit of maintaining public confidence and the practice of good governance through increased accountability and transparency, and to prepare for compliance to the changes to the *Municipal Act*, The City of Temiskaming Shores is seeking to obtain the services of an Integrity Commissioner. We would suggest that it would be in the best interest of the Town to engage the services of an independent third party with high ethical standards to act as Integrity Commissioner.

E<sup>4</sup>m is a highly ethical, neutral third party committed to providing The City of Temiskaming Shores with just such a service.

## **Our Proposed Workplan**

The Office of the Municipal Integrity Commissioner may receive complaints of wrong doing from property tax ratepayers, Council Members and municipal staff. We recognize that it takes great courage



to make such a disclosure, and will do our best to ensure that the process is fair, transparent and prompt. We also acknowledge that each complaint must be handled in a respectful yet confidential manner. We believe our process for dealing with complaints meets these tenets.

As previously stated, amendments to the *Municipal Act* made through *Bill 68 (2017)* greatly changed the municipal landscape as it relates to the conduct of Members of Municipal Councils and Local Boards. Effective March 1, 2019, all Municipalities are required to have a Code of Conduct for Members of Council and their Local Boards. Also coming into effect March 1, 2019, municipalities will be required to appoint an Integrity Commissioner or have access to the use of an Integrity Commissioner of another municipality.

In preparation for the coming into force of these *Bill 68 (2017)* Amendments to the *Municipal Act*, we propose that our appointment as the Integrity Commissioner for you and your members would encompass five (5) broad categories as follows:

- Education
- Advice
- Investigation
- Inquiries
- Reporting

### **Education**

Our belief is that knowledge and understanding go a long way to prevent breaches of policies and/or legislation thereby limiting the number of complaints being laid. Our holistic approach addresses this by working directly with your Councils, Clerks and their Local Boards and indirectly with the general public. By this we mean that we work with you to hone our educational programs to meet your specific needs; since the dynamics of Municipal Councils and Local Boards are diverse and dependent upon the experiences and competencies of their elected and appointed officials. We also provide information to the public to explain the parameters within which Council makes decisions. We propose that this would be carried out using any of the following methods; group settings, one-on-one meetings, annual reporting and through the posting of documents on the municipal website.

We feel it is of primary importance for the Integrity Commissioner to be included as part of the orientation of the Members of Council and Local Boards after an election and then again when a vacancy has been filled. To do this we would work with you to organize a group training exercise as soon as possible since it is important that the “new” Councils that have just taken their “seats” are aware of their obligations. Orientation for the replacement of a vacant position either of Council or a Local Board would be executed through one-on-one meetings.



## Advice

The Integrity Commissioner is responsible for giving advice to Council and Local Board Members with respect to the municipally adopted Code of Conduct, any other policy or procedure that governs their ethical behaviour and the *Municipal Conflict of Interest Act*. Until changes to the *Municipal Act* come into force, advice to your Members would be limited to any current Code of Conduct and any current process for investigating.

As of March 1, 2019, advice provided to Members would then be according to the changes to Section 223.3 of the *Municipal Act* and include the following:

1. Requests from Members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of Members.
2. Requests from Members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
3. The provision of educational information to Members of council, Members of local boards, the municipality and the public about the municipality's codes of conduct for Members of council and Members of local boards and about the *Municipal Conflict of Interest Act*.

## Investigation

Any investigation with respect to a complaint under a current Code of Conduct (for Council or your Local Boards) will be conducted keeping in mind the investigative authority provided to the Integrity Commissioner as set out by an individual Council. To that end, we would propose using your <sup>2</sup>current procedure for administering all complaints, until such time as the changes of Bill 68 come into effect.

As a standard of practice all complaints will be investigated in a manner that ensures procedural fairness.

On March 1, 2019 amendments to the *Municipal Act* will change to how investigations by the Integrity Commissioner are administered. Any changes or clarifications will be made in the guiding procedures of your Members with our assistance and be in effect for all subsequent investigations.

## Inquiries by Integrity Commissioner

All inquiries by the Integrity Commissioner shall be conducted according to Section 223.4 of the *Municipal Act*. After March 1, 2019, the powers of the Integrity Commissioner will be expanded for the purpose of an inquiry. We would ensure that if necessary, any inquiry be conducted in accordance with these changes and in the interim with respect to the current provisions of the *Municipal Act*.

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<sup>2</sup> If the City of Temiskaming Shores does not have a current Code of Conduct or an investigative procedure, we can assist in its development.





## **Reporting**

Reporting the activities of the Integrity Commissioner is a key deliverable for the office. It provides accountability and transparency and builds confidence in the system of municipal governance in the eyes of the public.

We would propose that all reporting be done in accordance with that which is allowable under Section 223.6 of the *Municipal Act*.

When necessary upon receipt of a complaint, the Integrity Commissioner will provide a written report about a Member of Council or a Local Board, with an opinion on whether or not the member contravened the applicable Code of Conduct. Details of the violation will be disclosed to the extent necessary for the purposes of the report.

An Annual Report will be provided<sup>3</sup> to the City of Temiskaming Shores summarizing the activities of the Integrity Commissioner during the year. The report shall not disclose any confidential advice provided by the Integrity Commissioner, once those provisions are in place as at March 1, 2019. Details again, will only be provided to the extent they are necessary for the report. The Report will be given to Council via the Clerk or CAO no later than March 1<sup>st</sup> of any given year.

## **Our Team**

We have an array of municipal professionals and partnerships upon which we can rely. Our professionals include retired and current CAO's, Clerks and police officers. All of our professionals have extensive experience in the municipal sector making them ideal to conduct investigations and provide advice. We also think that it is worth noting our unique affiliation with one of our business partners, *Wishart Municipal Group*.

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<sup>3</sup> Such Annual Report will be presented to and discussed with the Clerk or CAO in the City of Temiskaming Shores



## **Our Experience**

While our length of time and vast array of experiences in the municipal sector speak for themselves, our appointments to assist municipalities across Rural and Rural Northern Ontario continue to increase.

In the short time that we have been in existence, we have been engaged in the following:

<b>Location</b>	<b>Engagement</b>
Town of Blind River	Integrity Commissioner
Township of Prince	Integrity Commissioner
Township of Dubreuilville	Integrity Commissioner
Municipality of Mattice – Val Cote	Integrity Commissioner
United Townships of Head, Clara & Maria	Integrity Commissioner
Township of Hornepayne	Integrity Commissioner
Town of Cochrane	Integrity Commissioner
Black River-Matheson	Integrity Commissioner
Township of Billings	Integrity Commissioner
Town of Iroquois Falls	Integrity Commissioner
Township of North Shore	Integrity Commissioner

## **Our Fees**

E<sup>4</sup>m does not believe in retainer fees. We believe that all fees should be earned and not simply provided as a placeholder. To that end, we propose an arrangement with no retainer fee.

In keeping with our status as a non-profit, 20% of all fees are kept within our organization for the express purpose of assisting small municipalities through subsidized workshops, education and related events. It is through this process that we know we can provide significant assistance and knowledge transfer to the sector.

We would propose that all services of the Integrity Commissioner would be billed in two ways.



1. In the case of all investigations, or the provision of advice an hourly rate would apply.
  - a. For investigations, our rate would be \$125 per hour. While it is likely that most investigations can be conducted remotely, if attendance in The City of Temiskaming Shores is a necessity of the investigation, all travel and accommodations would be in addition to the hourly fee. Travel time in excess of three (3) hours would be charged at a rate of \$50 per hour.
  - b. It is our opinion that providing written advice<sup>4</sup> could be conducted remotely so there would be no additional travel or accommodation cost. We would propose an hourly fee of \$100 for this service.
2. Educational sessions conducted in a workshop setting for Council or Local Board orientation or similar sessions can be conducted at a cost of \$1,000 per day plus costs. These workshops would be limited to one presenter. Additional presenters can be added for an additional cost which would be negotiated on an as needed basis.
3. Other customized sessions or presentations can be negotiated as required.

## **Insurance**

E<sup>4</sup>m can confirm that it currently carries Professional Liability Insurance covering the stated work and services in the amount of \$2 million (\$2,000,000) and shall continue to carry this amount for twelve months following the completion of all work.

We would like to draw to your attention, changes to the Municipal Act, Section 223.3 (6), through Bill 68 that will be effective March 1, 2019:

### ***Indemnity***

*(6) A municipality shall indemnify and save harmless the Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.*

If you wish, we can discuss this provision with you and your Council, prior to the changes applicable (Bill 68) on March 1, 2019.

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<sup>4</sup> Once the provisions of Bill 68 take effect



## **Summary**

E<sup>4</sup>m has a unique but dedicated commitment to the municipal sector, particularly in Rural and Rural Northern Ontario. We believe in giving back to the sector that has shown a dedication to quality of life in each and every community.

We look forward to a positive response from The City of Temiskaming Shores on our proposal. We are sure that you and your Council will be pleased with our services as Integrity Commissioner and we hope that The City of Temiskaming Shores may consider embracing some of the other services that we offer.

If you wish, we can make a more formal presentation prior to making a final decision, and are more than willing to arrange this for a date that is conducive to your schedule.



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**Subject:** Haileybury Family Health Team                      **Report No.:** CS-010-2019  
Lease Agreement (Hlby Medical Centre)   **Agenda Date:** February 19, 2019

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## **Attachments**

**Appendix 01:** Draft Agreement (refer to By-law No. 2019-040)

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2019;
2. That Council approves an increase to the rental rates for the use of office space by the Haileybury Family Health Team by 2.4% for 2019 in accordance with the Consumer Price Index; and
3. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre for consideration at the February 19, 2019 Regular Council meeting.

## **Background**

The Haileybury Family Health Team is currently using 1,907 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team will expire on March 31, 2019. The breakdown of the 1,998 ft<sup>2</sup> of space is as follows:

Schedule A	Room 235	236 sq. feet
Schedule B	Room 232/234	400 sq. feet
Schedule C	Room 221	236 sq. feet
Schedule D	Room 250	236 sq. feet
Schedule E	Room 236	236 sq. feet
Schedule F	Room 240	236 sq. feet
Schedule G	Room 240	236 sq. feet
Schedule H	Room 239	91 sq. feet

## **Analysis**

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 2.4%, which represents an increase to \$21.63 from \$22.15 for the Haileybury Family Health Team per sq. foot. The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

The rental of the 1,907 ft<sup>2</sup> of space based on the 2.4% increase is shown in the following table:

Sch	Room	Footage	2018	Rent/Yr	2019	Rent/Yr
			Rate/ft <sup>2</sup> /yr		Rate/ft <sup>2</sup> /yr	
A	235	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
B	232 / 234	400 ft <sup>2</sup>	\$21.63	\$8,652.00	\$22.15	\$8,860.00
C	221	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
D	250	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
E	236	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
F	240	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
G	240	236 ft <sup>2</sup>	\$21.63	\$5,104.68	\$22.15	\$5,227.40
H	239	91 ft <sup>2</sup>	\$21.63	\$1,968.33	\$22.15	\$2,015.65
I	215	91 ft <sup>2</sup>	N/A	N/A	\$22.15	\$2,015.65
Total:		1,998 ft <sup>2</sup>	<b>Total:</b>	<b>\$41,248.11</b>	<b>Total:</b>	<b>\$44,255.70</b>

In 2018 lighting upgrades (\$5,500) was completed in 2018 at the Haileybury Medical Centre.

There is \$53,000 in Capital Projects proposed in the 2019 Budget for this location which includes renovation to office space for a new physician practice and lighting upgrades both upstairs and downstairs.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

# **Memo**

**To:** Mayor and Council  
**From:** Timothy H. Uttley, Fire Chief/CEMC  
**Date:** February 19, 2019  
**Subject:** Appointment of EMPC Member  
**Attachments:**

---

Mayor and Council:

On February 1, 2019 Emily Disley, a member of the City's Emergency Management Program Committee (EMPC), advised she will be leaving the Canadian Red Cross and therefore stepping down from the EMPC.

Since that time, we have received an application from Serenna Besserer, Regional Manager of Operations with the Canadian Red Cross, for consideration as a member of our Emergency Management Program Committee.

In accordance with By-law No. 2011-158 as amended, being a by-law to adopt a Terms of Reference for the EMPC, and more specifically Section 2.6 of the Terms of Reference, and as a result of the current vacancy on the EMPC, the following is being recommended to Council for consideration:

1. That Serenna Besserer be hereby appointed to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018 being a by-law to appoint Community Representatives to various Committees and Boards, for the 2019-2022 Term of Council, appointing Serenna Besserer as a member to the Emergency Management Program Committee for the City of Temiskaming Shores for consideration at the February 19, 2019 Regular Council meeting.

I would like to thank Council for your consideration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Timothy H. Uttley  
Fire Chief/CEMC

---

Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Timothy H. Uttley, Fire Chief/CEMC  
**Date:** February 19, 2019  
**Subject:** Essentials of Municipal Fire Protection Seminar  
**Attachments:** Seminar Invitation  
Seminar Information Sheet  
Seminar Registration Form

---

Mayor and Council:

I am pleased to announce that the City of Temiskaming Shores and the Office of the Fire Marshal and Emergency Management (OFMEM) have partnered to offer a one-day Essentials of Municipal Fire Protection Seminar on Wednesday, March 6, 2019.

The one-day seminar will be held at the Dymond Community Hall beginning at 8:30 am, and is geared to members of Council, CAO's, Clerks, Directors, Fire Chiefs and other Senior Officers of fire departments and municipalities.

This seminar incorporates key fire protection service information that decision-makers need to know: i.e. what they must do, what service delivery options they have, how they can determine which services to provide in their municipalities, and what tools are available to them.

The seminar will also provide participants with an overall understanding of the structure of the OFMEM, the principals behind promoting public safety and safer communities, elements of the Fire Protection and Prevention Act, 1997, various municipal requirements and responsibilities, enforcement of offences under the FPPA, determining municipal fire protection service delivery options, legislation, regulations and standards.

Attached you will find additional information on the seminar and the registration information, and hope that all members of Council will consider attending this very informative seminar.

Respectfully submitted,

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Timothy H. Uttley  
Fire Chief/CEMC

---

Christopher W. Oslund  
City Manager





## The Office of the Fire Marshal and Emergency Management (OFMEM)

**PRESENTS:**

### ***Essentials of Municipal Fire Protection - A Decision Makers' Guide***

#### **WHO** should attend this one day seminar?

- Senior Municipal Leaders (members of council, CAO's, clerks, directors, commissioners)
- Fire Chiefs appointed for the fire departments in their municipalities
- Deputy/Assistant Fire Chiefs appointed for the fire departments in their municipalities
- Senior fire department officers with the authority to act on behalf of the Fire Chief

#### **WHY** should you attend?

The *Essentials of Municipal Fire Protection - A Decision Makers' Guide Seminar* is a collaborative project of Office of the Fire Marshal (OFM) staff representatives, along with a broad group of municipal and fire service stakeholders.

This one-day seminar incorporates key fire protection service information that decision-makers have expressed they need to know: i.e. what they must do, what service delivery options they have, how they can determine which services to provide in their municipalities, and what tools are available to them. OFM Field and Advisory Services staff use a combination of the supplied Guidebook, PowerPoint programs and interactive case studies to deliver these key messages.

#### **WHAT** will you learn?

The Guidebook provided is intended as a reference and companion document to the *Essentials Seminar*, which incorporates key information for municipal decision-makers to assist them with a general understanding of municipal responsibilities under the *Fire Protection and Prevention Act, 1997* and the *Ontario Fire Code*.

The seminar will also provide you with an overall understanding of: the structure of the OFMEM, the principals behind promoting public safety and safer communities, elements of the *Fire Protection and Prevention Act, 1997*, various municipal requirements and responsibilities, enforcement of offences under the FPPA, determining municipal fire protection service delivery options, legislation, regulations and standards.

For more information, please contact our OFMEM Advice and Assistance Unit toll free number at **1-844-638-9560** and a unit member will assist you.

If you wish to have a response in writing please send your email to [OFMEM-FAS-AA@ontario.ca](mailto:OFMEM-FAS-AA@ontario.ca).

## Invitation

### Essentials of Municipal Fire Protection Seminar

The Office of the Fire Marshal and Emergency Management (OFMEM) and the **City of Temiskaming Shores** is pleased to announce the availability of the one-day Essentials of Municipal Fire Protection - A Decision Makers' Guide Seminar.

The seminar is being delivered on **Wednesday, March 6, 2019** from 08:30 hrs to 16:30 hrs, at **181 Drive-In Theatre Rd., New Liskeard, Dymond Community Hall.**

To register for the seminar, fill out the attached [Essentials Seminar Registration Form](#) and return it by **Friday, March 1, 2019**. A guidebook will be provided at no cost and participants will be responsible for any associated travel, and/or accommodation costs. Lunch is not provided however local eateries are readily accessible.

For more information, please contact:

**Timothy H. Uttley, Fire Chief**  
(705) 672-3363 ext. 4701

Attached:

1. Essentials Seminar Information Sheet
2. Essentials Seminar Registration Form



The Office of the Fire Marshal and Emergency  
Management presents:  
**Essentials of Municipal Fire Protection**

**Registration Form**

(Host to fill in blue fields on form)

Reset Form

**WHO should attend this one day seminar?**

- Senior Municipal Leaders (members of council, CAO's, Clerks, directors, commissioners)
- Fire Chiefs appointed for the fire departments in their municipalities
- Deputy Fire Chiefs appointed for the fire departments in their municipalities

**Location of Seminar:** Dymond Community Hall  
(Venue Name, Street Address, City/Town, Postal Code, Link for Map) 181 Drive-In Theatre Road,  
New Liskeard, ON  
POJ 1P0

**Date of Seminar:** 6-Mar-19

**Forms must be received by:** 1-Mar-19

**PARTICIPANT(S) TO FILL IN BELOW:**

Organization:

Street Address:  City/Town:  Province:  Postal Code:

Telephone:  FD Fax:

Participant #1:  Email:

Rank/Title:  Dietary Restrictions:

Participant #2:  Email:

Rank/Title:  Dietary Restrictions:

Participant #3:  Email:

Rank/Title:  Dietary Restrictions:

Email completed registration form to:

Print Form

**Subject:** 2019 Recreation Fee Increases

**Report No.:** RS-002-01-2019

**Agenda Date:** February 19, 2019

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**Attachments** None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. RS-002-01-2019; and
2. That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to increase recreational fees for 2019 to 2021 for consideration at the February 19, 2019 Regular Council meeting.

### **Background**

In September of 2018, staff was directed to begin work on the 2019 Operating and Capital Budget program. An analysis of the User Fees and Non-Resident User Fees for Recreation facilities and programs was completed as well as a summary of the subsidization levels of the Recreation cost centres.

Staff was directed to include Non-Resident user fees for marina users.

The proposed rates consider annual operating cost, subsidization level, and balance of cost in relation to what is affordable in the community, in conjunction with supporting a community that encourages active healthy living.

The proposed recommendations were presented to the Recreation Services Committee on Tuesday November 20, 2018 with direction to staff to present the proposed rates to Council as part of the 2019 budget process.

On February 5, 2019 Council received comments from Judie Martin and Patrick Fleury in regard to the proposed non-resident user fee for seasonal marina slips.

Ms. Martin presented to Council that upon reading about the Non-Resident User Fees that were proposed to be applied at the marinas she along with other boaters had come up with revenue generating ideas including: a sign sponsorship program with a proposed value of \$8,000 per year, charge day boaters for parking of trailers, provide a kayak/canoe storage rack at both marinas and rent the space, first season slip deals, incentive program for boaters that recruit. Judie requested that Council consider the marinas a tourism destination and not a recreation facility, and introduce the revenue generating ideas rather than the Non-Resident User Fee.

Mr. Patrick Fleury of Rouyn, commented that he has two slips in the marina and considers Temiskaming Shores his vacation destination in the summer and is a tourist to the area. He enjoys the amenities of the marina and supports the local businesses through spending approximately \$4,000 per season.

Council carried the following Resolution:

**Resolution No. 2019-128**

**Moved by:** Councillor Jelly

**Seconded by:** Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby defers consideration of By-law No. 2019-033 (Recreation Fees) to the February 19, 2019 Regular Council meeting; and

That Council refers the matter to the next Recreation Committee meeting.

The Recreation Services Committee met on Monday February 11, 2019. Ms. Martin attended and presented the concerns to the Committee that she had expressed to Council for consideration. Upon review of the proposed fee schedule the Committee carried the following recommendation:

**Recommendation RS-2018-010**

**Moved by:** Richard Beauchamp

**Seconded by:** Simone Holzamer

That the Recreation Services Committee approve the Proposed Fee Schedule as presented to Council at the regular meeting of Council of February 11, 2019;

That the \$200 Non-Resident User Fee for seasonal marina slips be applied; and

That the Recreation Services Committee directs staff to present an Administrative Report to Council at the regular meeting of Council of February 19, 2019.

**Analysis**

The municipality considers the marina operations an asset, a municipality of its size is fortunate to have two waterfronts, each providing a different and unique experience for boating enthusiasts both power and sail. The municipality also recognizes the economic spin off that results from non-residents staying in the marinas.

When the Ottawa River Waterway development project was being developed, the waterfront marinas were considered an asset to the tourism project and would be required to serve the boaters that would be traversing the waterway to our communities for a short stay. This may be the rationale behind the non-resident user fee not being applied in the past. The project however, didn't result in the anticipated numbers and the municipality withdrew from the partnership around 2005 followed by other partners.

The purpose of the non-resident user fee is to collect funds from non-ratepayers to ensure that they are contributing to the operational/capital costs of a facility/service, as those who are ratepayers do through the payment of municipal taxes

A non-resident user fee has been applied to arena users for over thirty years. In 2008 the municipality introduced a non-resident user fee to programs offered by the City or in/on City facilities including soccer, minor ball, swim lessons, aquafitness, and memberships at the PF Centre. The fee was set at 15% of the registration fee was increased to 20% in 2015 and is proposed to increase to 25% in 2019. Non-resident rates are not specific to recreation, the Temiskaming Shores Cemetery Board applies non-resident fees for the purchase of



plots/internment fees and the Temiskaming Shores Library Board also has non-resident fees for its services.

Direction from Municipal Council has been for staff to strive to find opportunities for cost savings, efficiencies and revenue generation, the non-resident user fee has been identified as one avenue.

### **Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

The proposed fees will assist Council in reducing operating costs on an annual basis with a proposed three year proposal providing the user groups the opportunity to plan for upcoming years.

Staffing implications related to this matter are limited to normal administrative functions and duties.

### **Alternatives**

- Opt to apply 25% to the boat slip fees: smaller boats paying less and larger boats paying more – the rate of \$200 was developed based on 25% of the boat slip fees for the average size of boat (25 ft.)
- Opt to reduce the non-resident rate: the rate is calculated based on the percentage approved and applied to other municipal programs/facilities
- Opt not to apply the non-resident user rate for seasonal marina slips: anticipate requests from others subjected to the non-resident user fee to request the same consideration.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-033**

**Being a by-law to amend By-law No. 2012-039, as amended  
being a by-law to adopt Schedules of Departmental User Fees  
and Services for the City of Temiskaming Shores – Schedule  
“D” Recreation Fees**

**Whereas** Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. RS-002-2019 at the January 22, 2019 Regular Council and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) to establish user fees for various recreational activities/facilities from 2019-2021 as well as implement a non-resident user fee under certain programs for consideration at the February 5, 2019 Regular Council meeting;

**Now therefore** The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Schedule “D” to Fees By-law No. 2012-039, be deleted in its entirety and replaced with Schedule “A”, a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of February, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Recreation Fees**  
(plus applicable HST)

<b>Recreation Services</b>				
<b>Haileybury / New Liskeard Arena Hourly Ice Rates</b>				
<b>Category</b>	<b>Season</b>			
	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Youth	\$ 94.00	\$ 96.00	\$ 98.00	\$ 99.00
Adult	\$ 130.00	\$ 133.00	\$ 135.00	\$ 138.00
Cubs (Midget "AAA")	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
College	\$ 110.00	\$ 112.00	\$ 114.00	\$ 116.00
Pick-up/Person	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Ball Hockey/Lacrosse	\$ 36.00	\$ 37.00	\$ 38.00	\$ 39.00
School	\$ 46.00	\$ 47.00	\$ 48.00	\$ 49.00
Commercial	\$ 138.00	\$ 141.00	\$ 144.00	\$ 147.00
Non-Resident User Fees (per player-max 2 children)	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
<i>Note: If ice is still in, an additional \$500 is charged for floor. - All floor surface rentals include rental of the arena hall but does not include tables and chairs.</i>				

<b>Minor Sports Program</b>	
<b>Minor Sport</b>	<b>Registration Fee</b>
Minor Ball	\$ 40.00 annually
Non-Resident User Fee 25% of the Registration Fee	

<b>Non-resident Fees</b>	
<b>Category</b>	<b>Fee</b>
For non-residents participating in programs offered by Temiskaming Shores Minor Hockey Association, New Liskeard Figure Skating Club, Haileybury Figure Skating Club, New Liskeard Cubs and New Liskeard Lions Midget Hockey Club	\$ 100.00

<b>Ball Fields</b>				
<b>Category</b>	<b>New Liskeard / Haileybury / Dymond</b>			
	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Per Game / Team	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00
Tournament / Day	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00



Minor Ball / Game	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
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<b>Soccer Fields</b>				
<b>Category</b>	<b>New Liskeard / Haileybury / Dymond</b>			
	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Per Game / Practice	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
Non-Resident User Fee of 25% of the Registration Fee				

**Hall Rental Fees**

<b>New Liskeard Riverside Place: 55 Riverside Drive</b>				
<b>Category</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Private Rental *	\$ 479.00	\$ 480.00	\$ 480.00	\$ 480.00
Second Day Rental	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
Not-for-Profit	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00
Youth Sports	No charge based on availability			

**\*Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

<b>Details of Hall</b>	
Seating Capacity	Chairs Only 375 Banquet & Dance 270
Size of Hall	75' x 37'
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)
	25 – 5' round tables (seats 8)
Chairs	227 Black
Dishes	Available to rent
Screen	Available to rent

<b>New Liskeard Community Hall: 90 Whitewood Avenue</b>				
<b>Category</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Private Rental *	\$ 391.00	\$ 390.00	\$ 390.00	\$ 390.00
Second Day Rental	\$ 196.00	\$ 196.00	\$ 196.00	\$ 196.00

Not-for-Profit	\$ 196.00	\$ 196.00	\$ 196.00	\$ 196.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00
Youth Sports	No charge based on availability			

**\*Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall	
Seating Capacity	Chairs Only 500
	Banquet & Dance 278
Size of Hall	45' x 65'
Available Chairs	102
Available Tables	25 rectangular
Stage	Large stage in hall
Dishes	Not available

**Dymond Community Hall: 181 Drive-in Theatre Road**

Category	2018	2019	2020	2021
Private Rental *	\$ 237.00	\$ 240.00	\$ 240.00	\$ 240.00
Second Day Rental	\$ 119.00	\$ 120.00	\$ 120.00	\$ 120.00
Not-for-Profit	\$ 119.00	\$ 120.00	\$ 120.00	\$ 120.00
Meetings under 3 hours		\$ 50.00	\$ 50.00	\$ 50.00
Youth Sports	No charge based on availability			

**\*Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

No charge for Dymond Fire Department, Recreation, Community and Police Board.

Details of Hall	
Seating Capacity	175
Size of Hall	42' x 63'
Tables	29 - 6' x 34"
Chairs	175 - Orange and brown plastic
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal

<b>Haileybury Arena Hall: 400 Ferguson Avenue</b>				
<b>Category</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Private Rental (includes bar & kitchen)	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
Second Day Rental	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00
Not-for-Profit (i.e. Service Clubs)	\$ 168.00	\$ 170.00	\$ 170.00	\$ 170.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00
Youth Sports	No charge based on availability			

**\*Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

<b>Details of Hall</b>	
Seating Capacity(alcohol)	270
Seating Capacity - dining	231
Seating Capacity Dining & Dancing	190
Tables	17 – 8' rectangular tables 25 – 5' round tables
Chairs	200
Dishes	Not available

<b>Harbour Front Rental: 451 Farr Drive</b>				
<b>Category</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Per Hour	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00
Per Day	\$ 124.00	\$ 130.00	\$ 140.00	\$ 150.00
Not-for-Profit (Daily)	\$ 62.00	\$ 65.00	\$ 70.00	\$ 75.00
<b>Capacity</b>				
Standing Space	902			
Dining or alcohol	328			
<b>Details</b>				
Small kitchen with fridge	No stove			
40 Chairs Available				

<b>Haileybury Lion's Den: 400 Ferguson Avenue</b>				
<b>Category</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>

Per Hour	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Per Day	\$ 124.00	\$ 124.00	\$ 124.00	\$ 124.00
Not-for-Profit (Daily)	\$ 62.00	\$ 65.00	\$ 70.00	\$ 75.00
<b>Capacity</b>				
Seating Capacity (dining/alcohol/seating)	80			
Tables				
Chairs	24 yellow and 36 red			
Size of Hall	42' x 25'			

<b>Bucke Park</b>				
		<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Tent Rates</b>	Daily	\$ 25.00	\$ 25.00	\$ 25.00
	Weekly	\$ 155.00	\$ 155.00	\$ 155.00
	Monthly	\$ 465.00	\$ 465.00	\$ 465.00
<b>Trailer Rates</b>	Daily	\$ 50.00	\$ 50.00	\$ 50.00
	Weekly	\$ 245.00	\$ 245.00	\$ 245.00
	Monthly	\$ 675.00	\$ 675.00	\$ 675.00
	Seasonal	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
<b>Docking Fees</b>	Daily	\$ 15.00	\$ 15.00	\$ 15.00
	Weekly	\$ 80.00	\$ 80.00	\$ 80.00
	Monthly	\$ 155.00	\$ 155.00	\$ 155.00
	Seasonal	\$ 285.00	\$ 285.00	\$ 285.00

**Note:** Air Conditioner and Winter Storage Fees are incorporated into fees.

<b>Municipal Marinas – all fees plus applicable taxes</b>			
	<b>2019</b>	<b>2020</b>	<b>2021</b>
Seasonal (per foot)	\$ 33.00	\$ 33.00	\$ 33.00
More than 1 slip/boat using two slips (per foot)	\$ 36.00	\$ 36.00	\$ 36.00
Monthly – includes 15% Admin Fee (per foot)	\$ 42.00	\$ 42.00	\$ 42.00
Seasonal Rate for Personal Water Craft (i.e. sea doo)	\$ 170.00	\$ 170.00	\$ 170.00
Hydro (seasonal)	\$ 165.00	\$ 165.00	\$ 165.00
Key	N/A	N/A	N/A
Winter Boat Storage on Municipal Property	\$ 255.00	\$ 255.00	\$ 255.00
Transient (per night)	\$ 28.00	\$ 28.00	\$ 28.00
Non-Resident Additional Fee of \$200 per Boat Slip			

<b>Waterfront Pool and Fitness Centre: 77 Wellington Street</b>
<b>Rates per Visits</b>

Facility	Adult	Youth / Senior/Student	Family
Pool	\$ 4.43	\$ 3.54	
Fitness Rooms	\$ 6.64	\$ 5.75	N/A
Squash	\$ 5.31	\$ 4.43	N/A
Squash racquet rental	\$ 3.10		
Book of 5 passes for all three (3) facilities	\$ 29.20	\$ 24.78	N/A
Book of 5 passes for Gym	\$ 23.89	\$ 19.47	N/A
Book of 5 passes for Pool	\$ 17.70	\$ 13.27	N/A
Book of 5 passes for Squash	\$ 22.12	\$ 17.70	N/A
Arthritic Program	\$ 3.32		
Aquafit	\$ 5.75		
Private Swim Lesson	\$ 21.00		
CP Program	\$ 4.20		
Membership Rates			
Fitness	Adult	Youth / Student / Senior	Family
1 month	\$ 53.10	\$ 44.25	\$ 134.29
3 months	\$ 138.50	\$ 110.84	\$ 350.31
6 months	\$ 247.70	\$ 196.02	\$ 619.78
1 year	\$ 439.43	\$ 280.31	\$ 1,111.37
Squash			
1 month	\$ 47.79	\$ 37.17	\$ 122.57
3 months	\$ 124.65	\$ 97.35	\$ 319.74
6 months	\$ 220.58	\$ 171.55	\$ 565.71
1 year	\$ 395.49	\$ 261.07	\$ 1,014.34
Pool			
1 month	\$ 39.38	\$ 35.40	\$ 84.07
3 months	\$ 102.65	\$ 75.22	\$ 219.29
6 months	\$ 181.73	\$ 132.74	\$ 388.02
1 year	\$ 325.89	\$ 196.24	\$ 695.75
Full			
1 month	\$ 84.07	\$ 58.85	\$ 233.63
3 months	\$ 219.19	\$ 153.54	\$ 609.47
6 months	\$ 388.02	\$ 271.68	\$ 1,078.27
1 year	\$ 695.75	\$ 486.73	\$ 1,933.48
Gym/Squash			
1 month	\$ 75.66	\$ 53.10	\$ 220.35

3 months	\$ 197.34	\$ 138.50	\$ 574.82
6 months	\$ 349.20	\$ 245.04	\$ 1,017.03
1 year	\$ 626.19	\$ 439.42	\$ 1,823.63
<b>Pool Parties</b>			
		<b>2019</b>	<b>2020</b>
		<b>2021</b>	
<b>Option No. 1</b> Private pool with slide. Pool rental available for 100 people.		\$ 148.00	\$ 151.00
		\$ 154.00	
<b>Option No. 2</b> 12 people in the pool - open Swim and one hour lounge rental.		\$ 84.29	\$ 86.00
		\$ 88.00	
1 hour of pool rental without the slide		\$ 105.00	\$ 108.00
		\$ 110.00	
1 hour of pool rental with the slide		\$ 150.00	\$ 153.00
		\$ 158.00	
1 hour of pool rental for use by Temiskaming Board of Education		50% of Regular Rate	
<b>Waterfront Pool &amp; Fitness Centre: 77 Wellington Street</b>			
<b>Rental of Lounge</b>			
		<b>2019</b>	<b>2020</b>
		<b>2021</b>	
1 hour		\$ 50.00	\$ 50.00
		\$ 50.00	
2 hours		\$ 88.00	\$ 88.00
		\$ 88.00	
3 hours		\$ 132.00	\$ 132.00
		\$ 132.00	
Full Day		\$ 192.00	\$ 192.00
		\$ 192.00	
1 hour Fitness Class		\$ 22.00	\$ 24.00
		\$ 26.00	
Non-Profit Rate / Hour		50% of Regular Rate	
<b>Aquatic Programs</b>			
<b>Program</b>			
Aquafitness – 8 Classes			\$ 29.20
Aquafitness – 16 Classes			\$ 56.42
Aquafitness – 24 Classes			\$ 82.74
Aquafitness – drop-in rate			\$ 5.75
Arthritic Program (Physician approval required)			\$ 3.32
Swimming Lessons ½ hour class (9 classes)			\$ 48.60
Swimming Lessons 1 hour Class (9 classes)			\$ 72.50
Family Rate (9 classes)			\$ 121.00
Family Rate with 1 in 1 hour class (9 classes)			\$ 156.50
Swimming Lessons ½ hour class (10 classes)			\$ 54.00
Swimming Lessons 1 hour Class (10 classes)			\$ 80.50
Family Rate (10 classes)			\$ 134.50
Family Rate with 1 in 1 hour class (10 classes)			\$ 174.00
Swimming Lessons <b>(Private)</b> / Rate per lesson			\$ 21.00
Rookie (9 classes)			\$ 72.50
Ranger (9 classes)			\$ 72.50

Star (9 classes)	\$ 72.50
Bronze Star (9 classes)	\$ 72.25
Rookie (10 classes)	\$ 80.50
Ranger (10 classes)	\$ 80.50
Star (10 classes)	\$ 80.50
Bronze Star (10 classes)	\$ 80.50
Bronze Cross	\$ 125.00
Bronze Cross with Standard First Aid	\$ 140.00
National Lifeguard Course	\$ 240.00
National Lifeguard Recertification	\$ 60.00
Lifesaving Swim Instructors	\$ 200.00
Lifesaving Instructors	\$ 124.25
Standard First Aid	\$ 110.00
Junior Lifeguard Club	\$ 107.50
Adult Swim Classes	\$ 80.50
<b>Cardiopulmonary Fitness Classes</b>	
Per class	\$ 4.20
8 classes	\$ 33.63
16 classes	\$ 67.26
24 classes	\$ 100.89
<b>Arthritic Program</b>	
Per class	\$ 3.32
8 classes	\$ 26.55
16 classes	\$ 53.10
24 classes	\$ 79.65

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-035**

**Being a by-law to amend By-law No. 2019-018, as amended  
being a by-law to appoint community representatives to  
various Committees and Boards for the 2018-2022 Term of  
Council – Appointment of members to the Community  
Emergency Management Program Committee**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2018-2022 term of Council;

**And whereas** Council considered Memo No. 001-2019-PPP at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to remove Emily Disley as a member of the Emergency Management Program Committee (EMPC) and appoint Serenna Besserer, Regional Manager of Operations with the Canadian Red Cross as a member of the EMPC for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule "A" to By-law No. 2015-030, as amended be further amended by removing **Emily Disley** as a community representative to the Community Emergency Management Program Committee for the 2018-2022 term of Council;
2. That Schedule "A" to By-law No. 2015-030, as amended be further amended by adding **Serenna Besserer**, Regional Manager of Operations with the Canadian Red Cross as a community representative to the Community Emergency Management Program Committee for the 2018-2022 term of Council.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2019-036**

#### **Being a by-law to enter into a Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality;

**And whereas** Council considered Administrative Report No. CS-009-2019 at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services commencing on March 1, 2019 for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into a Service Agreement with Expertise for Municipalities (e4m) for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law No. 2019-036**

Service Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Expertise for Municipalities (e4m)**

for Integrity Commissioner Services

**This Service Agreement** made in duplicate this 19<sup>th</sup> day of February, 2019.

Between:

**Corporation of the City of Temiskaming Shores**  
(hereinafter called “the City”)

And:

**Expertise for Municipalities (e4m)**  
(hereinafter called “the Service Provider”)

Witnesseth:

That the City and the Service Provider shall undertake and agree as follows:

**1. Contract Period**

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1<sup>st</sup> day of March, 2019** and shall terminate on the **28<sup>th</sup> day of February, 2021**.

**2. Right to Terminate Agreement**

The parties agree that this agreement may be terminated after three (3) months written notice of termination by either party.

**3. Breach of Policy / Code of Conduct**

The Service Provider will only accept written requests for investigation on forms, attached hereto as Appendix 01. The Service Provider will only act upon written submission that fall under the obligations of an Integrity Commissioner in accordance with Part V.1 – Accountability and Transparency contained the Municipal Act, 2001 as amended.

**4. Services**

The Service Provider shall provide all services described in Appendix 02 - Form of Agreement, attached hereto and forming part of this By-law.

**5. Communication / Notice**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after

the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Service Provider:

**Expertise for Municipalities (e4m)**  
1894 Lasalle Blvd.  
Sudbury, Ontario  
P3A 2A4

Attn.: Peggy Young-Lovelace

Email: [peggy@e4m.solutions](mailto:peggy@e4m.solutions)

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: David B. Treen

Email: [dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

## **6. Indemnification of Corporation**

The Service Provider shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Service Provider’s negligence or wilful misconduct when performing the Services.

## **7. WSIB and Service Provider Personnel**

The Service Provider’s employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Service Provider’s employees must be experienced.

The Service Provider must remain in good standing with the Worker’s Compensation Board throughout the duration of the agreement. The Service Provider clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Service Provider shall be responsible for and pay all dues and assessments payable under the Worker’s Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Service Provider shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Service Provider as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker’s Compensation Act can be obtained directly from the Worker’s Compensation Board.

The Service Provider is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Service Provider as may be required to cover such default.

**Remainder of Page left blank intentionally**

**In witness whereof** the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

**Expertise for Municipalities (e4m)**

\_\_\_\_\_  
Partner – Peggy Young-Lovelace

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Application to Integrity Commissioner  
Formal Complaint Affidavit**

Please note that signing a false affidavit may expose you to prosecution under the Criminal Code and also to civil liability for defamation.

Affidavit of: \_\_\_\_\_

I, \_\_\_\_\_(full name) of the \_\_\_\_\_(City/Town) of \_\_\_\_\_

in the Province of Ontario make oath and affirm:

1. I have personal knowledge of the facts as set out in this affidavit, because (insert reasons i.e. I work for... I attended the meeting at which.... etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have reasonable and probable grounds to believe that a member of the City of Temiskaming Shores Council or local board, \_\_\_\_\_(specify name) has contravened section(s) \_\_\_\_\_ of \_\_\_\_\_ (Code of Conduct, Procedural By-law, etc. MCIA). The particulars of which are as follows: (set out the facts and if necessary use reverse side of this page)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I affirm that the statements contained herein are, to the best of my knowledge, are true and accurate in all respects.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mail to: **Integrity Commissioner**  
**c/o Expertise for Municipalities**  
1894 Lasalle Blvd.  
Sudbury, Ontario P3A 2A4





Appendix 02 to  
Schedule "A" to

**By-law No. 2019-036**

Form of Agreement

Expertise for  
Municipalities

Peggy Young-Lovelace  
Partner

1894 Lasalle Blvd.

Sudbury, ON P3A 2A4

Tel. 705-863-3306

Fax. 705-806-4000

peggy@e4m.solutions

## INTEGRITY COMMISSIONER SERVICES PROPOSAL

for

## THE CITY OF TEMISKAMING SHORES



Submitted by: Expertise for Municipalities

January 17, 2019

City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

Via Email: [dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

Attention: Ms. David Treen - Clerk

January 17, 2019

Dear Mr. Treen:

**RE: Integrity Commissioner Proposal**

Further to your recent request, I am pleased to introduce you to Expertise for Municipalities.

We are a group of municipal colleagues who believe in the good work that is being done in the municipal sector. We also believe that we can be of great assistance to many communities, particularly those in Rural and Rural Northern Ontario.

To that end, we submit for your consideration and as requested, the following proposal for the services of Integrity Commissioner for the City of Temiskaming Shores. We can most certainly make ourselves available for a presentation or meeting with you and your Council or Selection Committee at a date and time that is most convenient for you.

For questions related to our submission please contact Peggy Young-Lovelace by phone at 705-863-3306 or by email at [peggy@e4m.solutions](mailto:peggy@e4m.solutions).

**Best Regards,**



**Peggy Young-Lovelace**  
Partner



**Expertise for Municipalities**  
Sudbury, Ontario

## **About Us**

A group of like-minded thinkers recognized that the municipal sector in Rural and Rural Northern Ontario is underserved with respect to training and municipally related services. The group also recognized that this same part of the sector, at times, lacks the capacity (human and financial) to execute practices necessary to comply with legislation and good governance. To that end, there was a desire to make a difference by giving back to the sector. To accomplish this, they incorporated Expertise for Municipalities (E<sup>4</sup>m) as a not-for-profit association (July 2017) to empower excellence in small municipalities.

E<sup>4</sup>m believes in the following core principles:

- a) That by providing “on the ground” support services to small municipalities, in all aspects of the municipal operation, we can help municipalities with limited budgets and few staff succeed in delivering mandatory services;
- b) That by holding relevant conferences, meetings, or training sessions this segment of the municipal sector will be strengthened through the professional development of its elected officials, employees and volunteers;
- c) That by assisting small municipalities with preparing presentations to government and/or the private sector we can help them to deliver on and advocate for the municipal mandate;
- d) That by sharing information collected resulting from research carried out by E<sup>4</sup>m, municipalities can be better equipped to address issues and solve problems;
- e) That by promoting the principles of good municipal governance we can encourage municipalities to achieve strength and sustainability through sound governmental practices and public engagement; and
- f) That we can give back to the municipal sector by transferring knowledge and assisting to build capacity.

E<sup>4</sup>m is a network of municipal professionals with a wide array of competencies and experiences who have a passion and commitment to providing small municipalities with affordable professional services.

## **Our Understanding of the Requirements**

### **Integrity Commissioner**

Many municipalities, like The City of Temiskaming Shores may have already opted to adopt a Code of Ethics and Conduct (the “Code of Conduct”) for Members of Council. Many municipalities may have included provisions for the use of an Integrity Commissioner to carry out an investigation of a breach of their Code of Conduct.

The landscape has now changed<sup>1</sup>. The *Municipal Act* now has more concretely defined the role of the Integrity Commissioner. Bill 68 (2017) amendments will require municipalities to have a Code of Conduct and appoint an Integrity Commissioner for Council, its Committees and Local Boards to:

---

<sup>1</sup> This will require a change to any Code of Conduct and the investigation process.



1. Provide advice, upon request, to Members of Council, Committees & Local Boards respecting their obligations under:
  - a. the Municipality's Code of Conduct;
  - b. a procedure, rule or policy of the Municipality or Local Board governing the ethical behaviour of Members; and
  - c. the *Municipal Conflict of Interest Act* Sections 5, 5.1 and 5.2
2. Provide Educational Information to Members of Council, Committees, Local Boards and Members of the public about
  - a. the Municipality's Code of Conduct; and
  - b. the *Municipal Conflict of Interest Act* Sections 5, 5.1 and 5.2
3. Investigate and make findings as to
  - a. the application of the code of conduct for Members of Council and the code of conduct for Members of Local Boards;
  - b. the application of any procedures, rules and policies of the municipality and local boards governing ethical behaviour of Members; and
  - c. the application of Sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*.

Municipal Councils have the option of appointing their own Integrity Commissioner or requesting a neighbouring municipality, who already has an Integrity Commissioner appointed, provide them the service to fulfill their obligations under these changes to the *Municipal Act*. These changes come into effect March of 2019.

Of interest with these changes, is the addition of complaints under the *Municipal Conflict of Interest Act* being under the purview of the Integrity Commissioner. Previously, anyone who believed a breach of the said Act had occurred needed to assume the cost of a legal action. These complaints can now be made to the Integrity Commissioner. The Integrity Commissioner upon completing an investigation and considering it appropriate can apply to a judge under Section 8 of the *Municipal Conflict of Interest Act*. Many in the municipal sector believe that this will create an influx of complaints.

In the spirit of maintaining public confidence and the practice of good governance through increased accountability and transparency, and to prepare for compliance to the changes to the *Municipal Act*, The City of Temiskaming Shores is seeking to obtain the services of an Integrity Commissioner. We would suggest that it would be in the best interest of the Town to engage the services of an independent third party with high ethical standards to act as Integrity Commissioner.

E<sup>4</sup>m is a highly ethical, neutral third party committed to providing The City of Temiskaming Shores with just such a service.

## **Our Proposed Workplan**

The Office of the Municipal Integrity Commissioner may receive complaints of wrong doing from property tax ratepayers, Council Members and municipal staff. We recognize that it takes great courage



to make such a disclosure, and will do our best to ensure that the process is fair, transparent and prompt. We also acknowledge that each complaint must be handled in a respectful yet confidential manner. We believe our process for dealing with complaints meets these tenets.

As previously stated, amendments to the *Municipal Act* made through *Bill 68 (2017)* greatly changed the municipal landscape as it relates to the conduct of Members of Municipal Councils and Local Boards. Effective March 1, 2019, all Municipalities are required to have a Code of Conduct for Members of Council and their Local Boards. Also coming into effect March 1, 2019, municipalities will be required to appoint an Integrity Commissioner or have access to the use of an Integrity Commissioner of another municipality.

In preparation for the coming into force of these *Bill 68 (2017)* Amendments to the *Municipal Act*, we propose that our appointment as the Integrity Commissioner for you and your members would encompass five (5) broad categories as follows:

- Education
- Advice
- Investigation
- Inquiries
- Reporting

### **Education**

Our belief is that knowledge and understanding go a long way to prevent breaches of policies and/or legislation thereby limiting the number of complaints being laid. Our holistic approach addresses this by working directly with your Councils, Clerks and their Local Boards and indirectly with the general public. By this we mean that we work with you to hone our educational programs to meet your specific needs; since the dynamics of Municipal Councils and Local Boards are diverse and dependent upon the experiences and competencies of their elected and appointed officials. We also provide information to the public to explain the parameters within which Council makes decisions. We propose that this would be carried out using any of the following methods; group settings, one-on-one meetings, annual reporting and through the posting of documents on the municipal website.

We feel it is of primary importance for the Integrity Commissioner to be included as part of the orientation of the Members of Council and Local Boards after an election and then again when a vacancy has been filled. To do this we would work with you to organize a group training exercise as soon as possible since it is important that the “new” Councils that have just taken their “seats” are aware of their obligations. Orientation for the replacement of a vacant position either of Council or a Local Board would be executed through one-on-one meetings.



## Advice

The Integrity Commissioner is responsible for giving advice to Council and Local Board Members with respect to the municipally adopted Code of Conduct, any other policy or procedure that governs their ethical behaviour and the *Municipal Conflict of Interest Act*. Until changes to the *Municipal Act* come into force, advice to your Members would be limited to any current Code of Conduct and any current process for investigating.

As of March 1, 2019, advice provided to Members would then be according to the changes to Section 223.3 of the *Municipal Act* and include the following:

1. Requests from Members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of Members.
2. Requests from Members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
3. The provision of educational information to Members of council, Members of local boards, the municipality and the public about the municipality's codes of conduct for Members of council and Members of local boards and about the *Municipal Conflict of Interest Act*.

## Investigation

Any investigation with respect to a complaint under a current Code of Conduct (for Council or your Local Boards) will be conducted keeping in mind the investigative authority provided to the Integrity Commissioner as set out by an individual Council. To that end, we would propose using your <sup>2</sup>current procedure for administering all complaints, until such time as the changes of Bill 68 come into effect.

As a standard of practice all complaints will be investigated in a manner that ensures procedural fairness.

On March 1, 2019 amendments to the *Municipal Act* will change to how investigations by the Integrity Commissioner are administered. Any changes or clarifications will be made in the guiding procedures of your Members with our assistance and be in effect for all subsequent investigations.

## Inquiries by Integrity Commissioner

All inquiries by the Integrity Commissioner shall be conducted according to Section 223.4 of the *Municipal Act*. After March 1, 2019, the powers of the Integrity Commissioner will be expanded for the purpose of an inquiry. We would ensure that if necessary, any inquiry be conducted in accordance with these changes and in the interim with respect to the current provisions of the *Municipal Act*.

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<sup>2</sup> If the City of Temiskaming Shores does not have a current Code of Conduct or an investigative procedure, we can assist in its development.



## **Reporting**

Reporting the activities of the Integrity Commissioner is a key deliverable for the office. It provides accountability and transparency and builds confidence in the system of municipal governance in the eyes of the public.

We would propose that all reporting be done in accordance with that which is allowable under Section 223.6 of the *Municipal Act*.

When necessary upon receipt of a complaint, the Integrity Commissioner will provide a written report about a Member of Council or a Local Board, with an opinion on whether or not the member contravened the applicable Code of Conduct. Details of the violation will be disclosed to the extent necessary for the purposes of the report.

An Annual Report will be provided<sup>3</sup> to the City of Temiskaming Shores summarizing the activities of the Integrity Commissioner during the year. The report shall not disclose any confidential advice provided by the Integrity Commissioner, once those provisions are in place as at March 1, 2019. Details again, will only be provided to the extent they are necessary for the report. The Report will be given to Council via the Clerk or CAO no later than March 1<sup>st</sup> of any given year.

## **Our Team**

We have an array of municipal professionals and partnerships upon which we can rely. Our professionals include retired and current CAO's, Clerks and police officers. All of our professionals have extensive experience in the municipal sector making them ideal to conduct investigations and provide advice. We also think that it is worth noting our unique affiliation with one of our business partners, *Wishart Municipal Group*.

---

<sup>3</sup> Such Annual Report will be presented to and discussed with the Clerk or CAO in the City of Temiskaming Shores





## **Our Experience**

While our length of time and vast array of experiences in the municipal sector speak for themselves, our appointments to assist municipalities across Rural and Rural Northern Ontario continue to increase.

In the short time that we have been in existence, we have been engaged in the following:

<b>Location</b>	<b>Engagement</b>
Town of Blind River	Integrity Commissioner
Township of Prince	Integrity Commissioner
Township of Dubreuilville	Integrity Commissioner
Municipality of Mattice – Val Cote	Integrity Commissioner
United Townships of Head, Clara & Maria	Integrity Commissioner
Township of Hornepayne	Integrity Commissioner
Town of Cochrane	Integrity Commissioner
Black River-Matheson	Integrity Commissioner
Township of Billings	Integrity Commissioner
Town of Iroquois Falls	Integrity Commissioner
Township of North Shore	Integrity Commissioner

## **Our Fees**

E<sup>4</sup>m does not believe in retainer fees. We believe that all fees should be earned and not simply provided as a placeholder. To that end, we propose an arrangement with no retainer fee.

In keeping with our status as a non-profit, 20% of all fees are kept within our organization for the express purpose of assisting small municipalities through subsidized workshops, education and related events. It is through this process that we know we can provide significant assistance and knowledge transfer to the sector.

We would propose that all services of the Integrity Commissioner would be billed in two ways.



1. In the case of all investigations, or the provision of advice an hourly rate would apply.
  - a. For investigations, our rate would be \$125 per hour. While it is likely that most investigations can be conducted remotely, if attendance in The City of Temiskaming Shores is a necessity of the investigation, all travel and accommodations would be in addition to the hourly fee. Travel time in excess of three (3) hours would be charged at a rate of \$50 per hour.
  - b. It is our opinion that providing written advice<sup>4</sup> could be conducted remotely so there would be no additional travel or accommodation cost. We would propose an hourly fee of \$100 for this service.
2. Educational sessions conducted in a workshop setting for Council or Local Board orientation or similar sessions can be conducted at a cost of \$1,000 per day plus costs. These workshops would be limited to one presenter. Additional presenters can be added for an additional cost which would be negotiated on an as needed basis.
3. Other customized sessions or presentations can be negotiated as required.

## **Insurance**

E<sup>4</sup>m can confirm that it currently carries Professional Liability Insurance covering the stated work and services in the amount of \$2 million (\$2,000,000) and shall continue to carry this amount for twelve months following the completion of all work.

We would like to draw to your attention, changes to the Municipal Act, Section 223.3 (6), through Bill 68 that will be effective March 1, 2019:

### ***Indemnity***

*(6) A municipality shall indemnify and save harmless the Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.*

If you wish, we can discuss this provision with you and your Council, prior to the changes applicable (Bill 68) on March 1, 2019.

---

<sup>4</sup> Once the provisions of Bill 68 take effect



## **Summary**

E<sup>4</sup>m has a unique but dedicated commitment to the municipal sector, particularly in Rural and Rural Northern Ontario. We believe in giving back to the sector that has shown a dedication to quality of life in each and every community.

We look forward to a positive response from The City of Temiskaming Shores on our proposal. We are sure that you and your Council will be pleased with our services as Integrity Commissioner and we hope that The City of Temiskaming Shores may consider embracing some of the other services that we offer.

If you wish, we can make a more formal presentation prior to making a final decision, and are more than willing to arrange this for a date that is conducive to your schedule.



**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-037**

**Being a by-law to adopt a Tree Canopy and Natural Vegetation  
Policy for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 270 (1) (7) of the Municipal Act, 2001, S.). 2001, c. 25, as amended a municipality is to adopt and maintain a policy setting out the manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality;

**And whereas** Council considered Administrative Report No. CS-006-2019 at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Tree Canopy and Natural Vegetation Policy for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby adopts a **Tree Canopy and Vegetation Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



# Tree Canopy and Natural Vegetation Policy

*City of Temiskaming Shores*

**Important Disclaimer:** this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). If you have any questions or concerns about this policy or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this policy other than as expressly authorized or directed by Wishart Law Firm LLP.

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A licence is, however, given by Wishart Law Firm LLP to any municipality that has purchased a copy of this work to print, copy, save, or post on its official website for its own use only and such Municipality may not repurpose or resell the work in any way.

**Funding for this policy has been provided by Expertise for Municipalities (E4m)**

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## 1. Background

Section 270(1)(7) of the *Municipal Act, 2001*, SO 2001, c 25 requires the City of Temiskaming Shores (the “Municipality”) to adopt and maintain a policy setting out the manner in which the Municipality will protect and enhance the tree canopy and natural vegetation in the Municipality.

## 2. Recognition of resource abundance and commercial use

Being in rural or northern Ontario, the Municipality has an abundance of trees and natural vegetation. These resources play a vital role in supporting and sustaining local commercial uses including, but not limited to, pulp and paper, forestry, wood fibre and wood processing. Whether for individuals harvesting firewood or large scale industrial facilities, the Municipality recognizes the need to protect and enhance its trees and natural vegetation while at the same time ensuring they continue to be available for vital economic development.

## 3. Application

This policy applies to all properties and development, on public and private lands, within the Municipality. It is a resource which can be referred to and utilized as establishing guiding principles for residential, commercial and public purposes.

## 4. Definitions

“Natural vegetation” means the native plant life that grows naturally without human intervention in a geographic region.

“Shoreline buffer” means a treed or vegetated strip of land that borders a creek, river or lake.

“Tree canopy” means the layer of tree leaves, branches and stems that cover the ground when viewed from above.

## 5. Purposes

- To recognize the benefits to the Municipality from protecting and enhancing its tree canopy and natural vegetation.
- To promote understanding and appreciation of the Municipality’s tree canopy and natural vegetation.
- To support a robust tree canopy and high quality natural vegetation in the Municipality



and their contribution to sustainable development.

- To promote biodiversity in the Municipality.
- To reflect and promote awareness of current and future environmental qualities, issues and benefits.
- To confirm the importance of the wood/fibre industry in the local economy.

## 6. Planning

When development is considered, the Municipality will apply creative approaches to planning to protect and enhance its tree canopy and natural vegetation so as to ensure the Municipality's amenity values and identity is enhanced as it grows.

## 7. Education and Advice

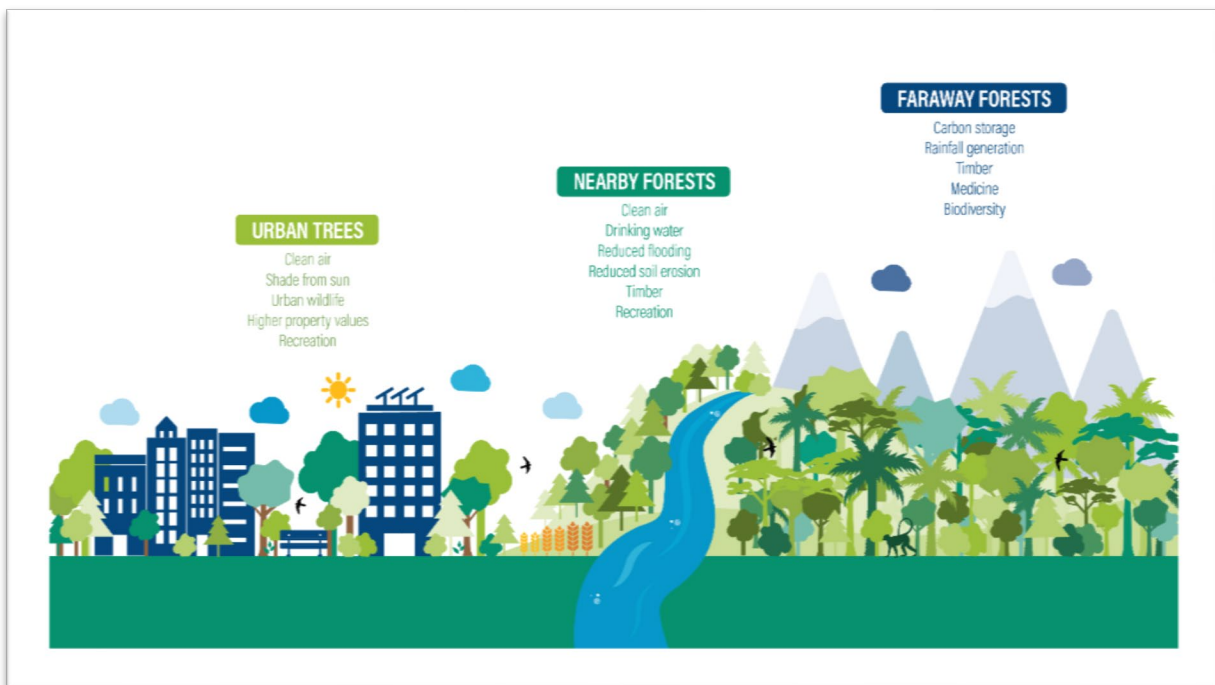
The Municipality will promote understanding of the benefits of protecting and enhancing its tree canopy and natural vegetation by promoting community education programs and working with developers and community organizations.

## 8. Tree Canopy and Natural Vegetation Benefits

There are many benefits the Municipality stands to gain from protecting and enhancing its tree canopy and natural vegetation, including:

- **Reduced heating/cooling costs:** trees and natural vegetation shield against wind and snow and can also insulate buildings in the winter reducing heating costs. Canopy shade can also reduce cooling costs.
- **Increased property value:** studies have shown general increases of up to 37% in residential property values associated with the presence of trees and natural vegetation on a property.
- **Improved quality of life:** time spent in greenspace improves mental health and well-being across numerous dimensions from stress reduction to physical activity.
- **Better economy:** trees and natural vegetation are a key driver of the local economy and play an important role in economic development.
- **Provide wildlife habitat:** trees and natural vegetation create an ecosystem to provide habitat and food for birds, mammals and insects.
- **Better air quality:** trees and natural vegetation filter out many common airborne pollutants.

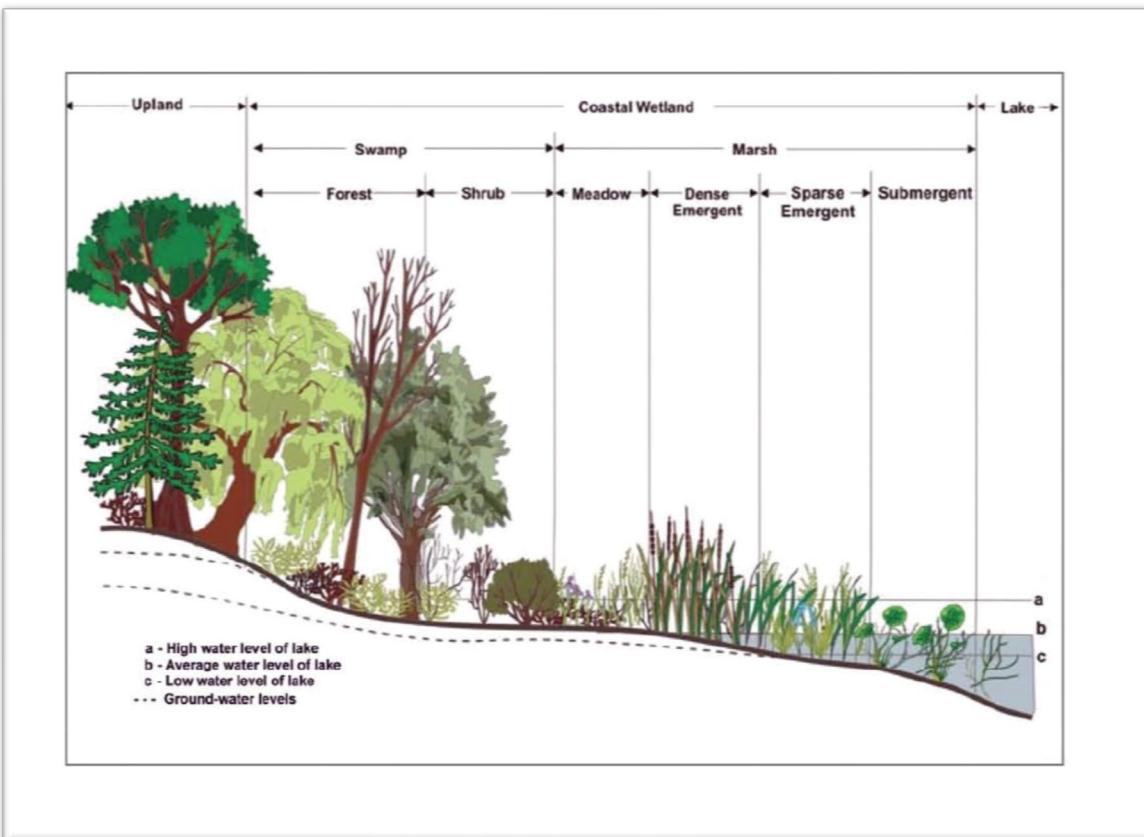
- **Carbon sequestration:** trees can mitigate carbon emissions and help fight climate change.
- **More privacy:** trees and vegetation provide a natural barrier that obstruct views and dampen sound between properties.
- **Stormwater management:** trees and natural vegetation alter and slow the path of rainfall, recharge groundwater, reduce surface water contaminants and can prevent erosion along slopes.



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## 9. The Value of Shoreline Vegetation and Buffers

Trees and natural vegetation along or adjacent to a shoreline help to stabilize shorelines and protect water quality. For instance, the roots of trees prevent erosion by keeping soil in place, while natural vegetation slows the velocity of rainfall resulting in reduced off-site movement of soil particles. Further, shoreline vegetation traps sediments and pollution, which helps to keep water clean and prevent algal blooms, excessive weed growth and loss of fish habitat.



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Where the land use adjacent to a waterbody is residential, the Ontario Ministry of Natural Resources and Forestry recommends a minimum shoreline buffer width of 15 metres for water quality protection around lakes and rivers supporting warm water aquatic species and a minimum shoreline buffer width of 30 metres where the waterbody supports cold water aquatic species.

Studies have shown that a range of buffer widths can be effective in promoting buffer functions such as removing sediments, nutrients and metals. Generally speaking the consensus in these studies is that under most conditions, buffer widths should be a minimum of 15 to 30 metres and variable width buffers may be more effective at addressing site-specific conditions. Variable width buffers can, however, be more costly to implement.

## 10. Disclaimer, References and Relevant Legislation

This policy does not take precedence over any by-laws, resolutions, plans or agreements of the Municipality.

When reviewing this policy reference may be made to:

- *Municipal Act, 2001*
- *Planning Act*
- Official Plan
- Provincial Policy Statement
- Ministry of Natural Resources and Forestry Natural Heritage Reference Manual

## **11. Review**

This policy shall be reviewed each term of Council or as required to legislative changes.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-038**

**Being a by-law to adopt a Council Member Pregnancy and/or Parental Leave Policy**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 270 (1) (8) of the Municipal Act, 2001, S.). 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

**And whereas** Council considered Administrative Report No. CS-006-2019 at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Council Member Pregnancy and/or Parental Leave Policy for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby adopts a **Council Member Pregnancy and/or Parental Leave Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



# Council Member Pregnancy and/or Parental Leave Policy

*City of Temiskaming Shores*

**Important Disclaimer:** this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). Wishart Law Firm LLP recommends that legal advice be sought by the Integrity Commissioner or anyone acting under his or her authority in responding to an application or conducting an inquiry pursuant to this policy. If you have any questions or concerns about this protocol or how to implement this policy, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this policy other than as expressly authorized or directed by Wishart Law Firm LLP.

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**Funding for this policy has been provided by Expertise for Municipalities (E4m)**

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## 1. Purpose

Section 270(1)(8) of the *Municipal Act, 2001*, SO 2001, c 25 requires City of Temiskaming Shores to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council.

## 2. Definitions

“Act” means the Municipal Act, 2001, SO 2001, c 25.

“Council” means the Municipality’s Council.

“Member” means a member of the Municipality’s Council.

“Municipality” means the City of Temiskaming Shores.

“Pregnancy and/or Parental Leave” means the absence of a Member as a result of the Member’s pregnancy, the birth of the Member’s child or the adoption of a child by the Member.

## 3. Notice of Pregnancy and/or Parental Leave

To the extent circumstances so permit, a Member shall provide written notice to the Municipality’s City Manager at least 8 weeks before the plan to begin Pregnancy and/or Parental Leave.

It is understood that a Member may not be capable of submitting such notice within the 8 week period set out above or at any time before beginning Pregnancy and/or Parental Leave. A Member shall, nevertheless, act in good faith in providing written notice to the Municipality’s City Manager as far in advance of beginning Pregnancy and/or Parental leave as is reasonably possible.

## 4. Member’s office not to become vacant

If a Member is absent from the meetings of council as a result of Pregnancy and/or Parental Leave, the office of the member shall not become vacant if the member’s absence is:

- (a) for 20 consecutive weeks or less; or
- (b) authorized by council to exceed 20 consecutive weeks.

## 5. Accomodation

The Municipality shall accommodate a Member's Pregnancy and/or Parental Leave by doing all of the following:

1. Ensuring the Member continues to receive a copy of council packages and other relevant communications;
2. Ensuring the Member continues to receive all remuneration and benefits to which the Member is entitled;
3. Continuing to pay all the Member's Municipal benefit premiums.
4. Permitting the Member to have access to all equipment supplied to a regular member including but not limited to access to information technology equipment, account access and elected officials staff support;
5. Permitting the Member to attend meetings of Council and/or committees in person or by any other means permitted by the Act if the member chooses to do so.

## 6. Loss of quorum

In the unlikely event that quorum is lost as a result of one or more Members being on Pregnancy and/or Parental Leave, Council shall make an application to a Judge of the Ontario Superior Court of Justice for an order authorizing the remaining Members to form a quorum.

## 7. Temporary appointments

Council shall make temporary appointments to fill any vacancies to committees, boards, or other bodies that the Member is a member of as an appointee of Council or local board which result from the Member being on Pregnancy and/or Parental Leave.

Notwithstanding, at any point in time during a Member's Pregnancy and/or Parental Leave, the Member can provide written notice to the Municipality's City Manager of their intent to lift any of the Council approved, temporary appointments and resume their participation. The Member shall inform the Municipality's City Manager, with proper notice, of any changes regarding their return date.

## 8. Expectation upon Expiry of Pregnancy and/or Parental Leave

It is expected that upon returning from Pregnancy and/or Parental Leave a Member will resume:

- (a) all appointments that have been temporarily filled by Council under this policy; and
- (b) attending the meetings of Council in person or by any other means permitted by the Act.

For clarity, if after returning from Pregnancy and/or Parental Leave the Member is absent from the meetings of Council for three successive months without being on Pregnancy and/or Parental Leave or being authorized to do so by a resolution of Council the Member's office shall become vacant. In such circumstances Council shall at its next meeting declare the office to be vacant, except if the vacancy occurs as a result of the Member's death, in which case Council may make the declaration at either of its next two meetings. (See Act s.259(1)(c) and s. 262(1)).

## 9. Compliance

In the event of policy violation, the Municipality's integrity commissioner may investigate and determine appropriate corrective action.

## 10. References and Relevant Legislation

When reviewing this policy reference may be made to:

- *Municipal Act, 2001*
- Staff-Council Relations Policy
- Integrity Commissioner Protocol
- Code of Conduct

## 11. Review

This policy shall be reviewed each term of Council or as required to legislative changes.

## The Corporation of the City of Temiskaming Shores

### By-law No. 2019-040

#### Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

**Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report CS-010-2019 at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 2.4% for 2019 (\$22.15/ft<sup>2</sup>) in accordance with the Consumer Price Index for consideration at the February 19, 2019 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 235**) at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 232/234**) at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 221**) at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 250**) at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 236**) at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule "E"** and forming part of this by-law;

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 215)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “I”** and forming part of this by-law
10. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**Schedule "A" to By-law No. 2019-000**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the

Social Worker and Dietician

(ROOM 235)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**for the Administrative Assistant**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$435.62** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_



**Schedule "B" to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the

Nurse Practitioner  
(ROOM 232/234)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **400 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$738.33** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "C" to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the

Registered Nurse  
(ROOM 221)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**This Lease** made this 19<sup>th</sup> day February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Registered Nurse**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$435.62** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Tenant**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “D” to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the  
Social Worker  
(ROOM 250)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Social Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April 1 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$435.62** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.



**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “E” to By-law No. 2019-040**

Dated this 19th day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the  
Executive Leader  
(ROOM 236)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Executive Leader**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$435.62** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “F” to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the

Clerical Worker

(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$435.62** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule “G” to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

for the

Clerical Worker

(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$435.62** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule "H" to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

General Use for the  
Haileybury Family Health Team  
(ROOM 239)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$167.97** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule "I" to By-law No. 2019-040**

Dated this 19<sup>th</sup> day of February, 2019

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

General Use for the  
Haileybury Family Health Team  
(ROOM 215)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 19<sup>th</sup> day of February, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

#### **4. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

#### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

#### **5. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2019** and ending on the **31<sup>st</sup> day of March, 2020**.

#### **6. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$167.97** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_



## Appendix 01 General Covenants

### 1. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or

corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;

- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall

maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

### 3. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full

to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any

such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

#### **4. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

#### **5. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-041**

**Being a by-law to authorize the execution of a Development Agreement with 2373775 Ontario Inc. for the development of Beach Gardens and to repeal By-law No. 2019-015**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. CS-047-2018 at the December 18, 2018 Regular Council meeting resulting in By-law No. 2019-015 being a by-law for a Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens;

**And whereas** Council considered Memo No. 004-2019-CS at the February 19, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to repeal By-law No. 2019-015 and to authorize the entering into a Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens for consideration at the February 19, 2019 Regular Council meeting.

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Council authorizes a Development Agreement between 2373775 Ontario Inc. and The Corporation of the City of Temiskaming Shores, for the development of lands locally known as Beach Gardens, in the form annexed hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk be hereby authorized and directed to execute the Development Agreement annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the Development Agreement and the registration of the same at the Land Registry Office.
3. That By-law No. 2019-015 is hereby repealed upon adoption of this by-law.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical,



semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



**DEVELOPMENT AGREEMENT**  
**(Beach Gardens Redevelopment)**

**This agreement**, made in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0  
(hereinafter called the “**City**”)

And:

**2373775 Ontario Inc.**  
PO Box 1551, New Liskeard, ON P0J 1P0  
(hereinafter called the “**Developer**”)

**Whereas** the Developer owns the property described as 415 Lakeshore Road; Plan M79NB Part of Block C and Part of Lot 5, Parcels 4904SST, 9064SST, and 7950NND (the ‘**Land**’);

**And Whereas** the Developer intends to develop the lands included in this Agreement and to construct single-detached, semi-detached, and townhouse dwellings on lots to be created through the part lot control exemption provisions of Section 50(7) of the Planning Act, R.S.O. 1990, C. P. 13, as amended;

**And Whereas** the Developer applied to amend the City of Temiskaming Shores Zoning By-law 2017-154 and Council of the City of Temiskaming Shores passed By-law 2018-154 approving the Zoning By-law amendment on October 16, 2018;

**And Whereas** the Developer has entered into a Cost Sharing Agreement for the upgrading of the sewer main crossing the land. The Cost Sharing Agreement is attached as Schedule “F”;

**Now Therefore** in consideration of the mutual covenants contained herein, the parties agree as follows:

**Part 1: Definitions**

In this agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context required another meaning to be ascribed:

- 1.1 **Assumption By-law for Municipal Services:** means a by-law passed by the Council of the Corporation of the City of Temiskaming Shores forthwith and after the Director of Public Works has issued a Certificate of Final Acceptance for Municipal Services, assuming ownership of and responsibility for all Municipal Services.
- 1.2 **Assumption By-law for Adoption of Roadways:** means a by-law passed by the Council of the Corporation of the City of Temiskaming Shores forthwith after the Director of Public Works has issued a Certificate of Final Acceptance for Roadways, assuming ownership and opening such roadways for public use.
- 1.3 **Building Permit:** means a permit issued by the Chief Building Official of the Corporation of the City of Temiskaming Shores or his designate appointed pursuant to the Building Code Act approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required.
- 1.4 **Certificate of Final Acceptance for Municipal Services:** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works at the expiration of the Maintenance Guarantee Period for Municipal Services setting out the Municipal Services being accepted by the City and indicating the date of final acceptance of such Works.
- 1.5 **Certificate of Final Acceptance for Roadways:** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works issued at the expiration of the Maintenance Guarantee Period for Roadways setting out the Roadways to be accepted by the City and indicating the date of final acceptance of such Works.
- 1.6 **Completion Certificate for Municipal Services:** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Municipal Services, the approval date of which shall start the Maintenance Guarantee Period for such Municipal Services.
- 1.7 **Completion Certificate for Roadways:** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Roadways, the approval date of which shall start the Maintenance Guarantee Period for such Roadways.
- 1.8 **Consulting Engineer:** means the person or persons who hold a licence with Professional Engineers Ontario, who for the time being is or are retained by the Developer to provide engineering services on behalf of the Developer for the development of the Lands.
- 1.9 **Council:** means the Council of The Corporation of the City of Temiskaming Shores.
- 1.10 **Development:** means the provision of the Works as defined in Section 1.29 of this Agreement, and the sale or construction of dwellings on the Lands.
- 1.11 **Director of Public Works:** means The Director of Public Works for the Corporation of the City of Temiskaming Shores or his designate.
- 1.12 **Final Default:** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 13.1 hereof.
- 1.13 **Grading Conformance Certificate:** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of the final grading of the Lands and all lots within the Lands.

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- 1.14 **Grading Deposit:** means ten percent (10%) of the total cost for completion of site grading as estimated by the Consulting Engineer.
- 1.15 **Site Grading Plan:** means Site Grading Plan indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands, attached hereto as Schedule “C”, which is subject to the approval of the Director of Public Works.
- 1.16 **Lands:** means the lands described in Schedule “A”.
- 1.17 **Letter of Credit:** means any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 1.18 **Lot:** means the whole of a lot to be created through the part-lot control exemption provided in Section 50(7) of the Planning Act.
- 1.19 **Maintenance Guarantee Period:** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Municipal Services or Roadways, as the case may be, which period is defined in Section 9.6 hereof.
- 1.20 **Municipal Services:** means the following municipal services required to be constructed by the Developer:
- a. Municipal sanitary sewer system;
  - b. Municipal water system, including fire hydrants;
  - c. Street signs and traffic control signs and devices;
  - d. Rough grading of the Lands;
  - e. Street lighting systems.
- 1.21 **Party:** means a party to the Agreement and the successors or permitted assigns.
- 1.22 **Planner:** means The Planner for the Corporation of the City of Temiskaming Shores or her designate.
- 1.23 **Plans:** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the City.
- 1.24 **Pre-Servicing:** means the installation of Works prior to registration of this Agreement.
- 1.25 **Roadways:** means all municipal streets and roadways of final design width with granular base, asphalt and asphalt curbs and gutters required to be constructed by the Developer.
- 1.26 **Supervision:** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 5.1.
- 1.27 **Treasurer:** means the Treasurer of The Corporation of the City of Temiskaming Shores or her designate.
- 1.28 **Utility Services:** means: all electrical distribution, complete;
- a. if applicable, all gas services, complete;
  - b. all telephone services, complete; and
  - c. all co-axial services, complete.
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1.29 **Works:** means all Municipal Services and Roadways, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

## **Part 2: Lands to be Developed**

The lands to be developed are those Lands described in Schedule “A” and this Agreement shall be registered against all of such Lands.

## **Part 3: General Provisions**

### 3.1 Development at Sole Expense of Developer

Unless the context otherwise requires or unless the Cost Sharing Agreement provides otherwise, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provision thereof contained herein shall be deemed to include the words “at the sole expense of the Developer.”

### 3.2 Other Agreements

If, after this Agreement is executed, the City or any other authority having jurisdiction shall impose any further condition or requirement which is not contained herein, the Developer shall forthwith, upon written demand, enter into such further agreement or agreements and give such further assurances as may be required and the Developer shall not contravene any condition or requirement of such authority notwithstanding the same is not contained herein.

### 3.3 Indemnification

The Developer agrees to save harmless and keep the City and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installations, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.

### 3.4 Covenants Run With the Land

The Developer and the City acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein,

- a. Shall run with the Lands;
- b. Shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time;
- c. That the benefits of the said covenants shall enure to the City, its successor and assigns in title of all roads, streets and public lands forming part of or abutting on the Lands;
- d. That this agreement shall be registered on title to each Lot within the Lands.

### 3.5 Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- a. The City:

City of Temiskaming Shores  
PO Box 2050  
Haileybury, Ontario  
P0J 1K0

- b. The Developer:  
2373775 Ontario Inc.  
PO Box 1551  
New Liskeard, Ontario  
P0J 1P0

And the giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, five (5) days after the date of mailing.

### 3.6 Binding on Heirs, etc.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

### 3.7 Schedules

The Schedules attached hereto, being Schedules “A” to “F” inclusive, form part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.

### 3.8 Special Provisions

The Developer covenants, warrants and agrees to fulfill and abide by the Special Provisions set out in Schedule “E” annexed hereto in accordance with the terms thereof.

### 3.9 Planning Act

The Developer agrees to be bound by the provisions of the Planning Act, R.S.P 1990, c. P13, and amendments thereto.

### 3.10 Applicable Laws

- a. In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- b. The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

### 3.11 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires*, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

3.12 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3.13 Time of the Essence

Time shall be of the essence of this Agreement.

**Part 4: Servicing Plans and Specifications**

4.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the Developer commencing construction of any of the Works.

4.2 The Developer shall submit to the Director of Public Works two (2) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

4.3 It is understood and agreed the Director of Public Works in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

4.4 No approval by the Director of Public Works shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

4.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario, as the case may be.

4.6 All structures, including retaining walls, to be erected on municipal property shall be constructed in accordance with Plans prepared and stamped by a Consulting Engineer and approved by the Director of Public Works.

**Part 5: Engineering and Inspection**

5.1 Consulting Engineer

The Developer shall employ a competent and qualified Consulting Engineer, to:

- a. Design all Works required to be completed by this Agreement;
- b. Prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to installation or construction of such Works;

- c. Obtain from the Director of Public Works details regarding the form and scale of the plans and profiles prior to their preparation;
  - d. Obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
  - e. Prior to execution of this Agreement by the City, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of the said Works, if requested by the Director of Public Works;
  - f. If required, prepare contract documents and call tenders for installation and construction of the said Works;
  - g. Maintain all records for the installation and construction of the said Works and submit “as constructed” records in electronic form in AutoCad format. “As constructed” records shall be submitted to the Director of Public Works prior to approving the Completion Certificate for the Works;
  - h. Upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;
  - i. Upon completion of final grading of the Lands, supply the City with a Grading Conformance Certificate verifying that the grading of the Lands was completed in accordance with the approved Plans and specifications;
  - j. When requested by the Director of Public Works, accompany him on his inspections of the Works;
  - k. Supervise construction of all Works including any remedial work the Director of Public Works may require;
  - l. Test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements.
- 5.2 All Municipal Services, Roadways and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer’s Consulting Engineer at the sole expense of the Developer.
- 5.3 The Developer’s Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected by closed circuit video prior to final acceptance by the City. All watermain installations shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City standards prior to final acceptance by the City.
- 5.4 The Director of Public Works or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works. City inspections shall be in addition to inspection provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or his Consulting Engineer of any responsibility with regard to design, construction, supervision, inspection, testing or proper completion of the Works.



- 5.5 The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.

**Part 6: By-law(s), Documentation and Registration**

- 6.1 The Council of the City may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule “D”, obtaining and filing with the Director of Public Works all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Director of Public Works.
- 6.2 Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.
- 6.3 The City may, at the sole expense of the Developer, request the Developer’s solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.
- 6.4 If required, the Developer’s solicitor, at the sole expense of the Developer, shall:
- a. Provide and/or prepare all documentation which the City’s Solicitor may require, including all necessary transfers, easements and restrictive covenants in registerable form;
  - b. Certify title to the City in a signed Certificate of Title;
  - c. Have all documentation signed by the Developer, and other necessary parties;
  - d. Sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City’ Solicitor;
  - e. Deliver all executed documentation to the City; and
  - f. Attend to registration of all documentation, at the Developer’s expense, required by this Agreement.
- 6.5 The Developer shall not deal in any manner whatsoever with any Lot within the Lands until this Agreement, and all other documentation (including transfers, easements, cessation of charge, reference plans, and postponements of charges) required by this Agreement and by the City’s solicitor have been delivered, approved and registered on title to the complete satisfaction of the City’s solicitor.

**Part 7: Lands Required for Municipal Purposes**

- 7.1 General
- The Developer shall, at its own expense, convey to the City such lands as may be required for the development of the Lands in accordance with Schedule “B” annexed hereto.
- 7.2 Easements for Municipal Purposes
- a. The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of Municipal Services, Roadways and Utility Services or other development of the Lands as required by the City.

- b. The Developer shall convey to the City or to such public utility companies or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes.. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.
- c. The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Municipal Services, Roadways and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has adopted such through the required Assumption By-law.

## **Part 8: Services**

### 8.1 General

- a. Where the lands are serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b. Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c. The Developer shall not change, or do any work that will prejudicially effect any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- d. The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.
- e. The Developer shall install appropriate sediment control measures during construction.
- f. The Developer covenants and agrees to carry out all Works necessary to service the Lands in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Lands. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as

municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- g. The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Lands and elsewhere.
- h. All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as free of debris as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- i. All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall, on the direction of the Director of Public Works, make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- j. The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation NorthernTel, Union Gas, Eastlink and Hydro One) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- k. The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be

notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.

- l. The Developer agrees to keep roads and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- m. All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City’s specifications therefore at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.

## 8.2 Survey Monuments to be Preserved

The Developer agrees:

- a. All survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and
- b. If any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

## 8.3 City’s Right to Enter and Repair

- a. The City shall have the right to enter on the Lands at all times and from time to time to carry out maintenance and repair of the Works:
  - i. without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
  - ii. where repairs to or maintenance of the said Works has not been completed within twenty four (24) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b. The decision of the Director of Public Works that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c. The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account thereof has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d. Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Public Works or his representative.

## 8.4 Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

#### 8.5 Interim Work

The Developer agrees and acknowledges that, until the Director of Public Works affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

#### 8.6 Roads

- a. The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- b. Any existing road damaged during the development of the Lands shall be restored by the Developer, to the complete satisfaction of the Director of Public Works, prior to approval of the Certificate of Completion for Roadways.

#### 8.7 Sanitary Sewer System

- a. The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the property line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works and the Ministry of Environment, Conservation and Parks, and the construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- b. All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment prior to inspection as outlined in Section 5.3 of this agreement or upon receipt of any written notice from the Director of Public Works.
- c. All sanitary sewer Works shall be inspected and recorded via closed circuit TV to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- d. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- e. The Developer agrees to perform and complete all sanitary sewer works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

#### 8.8 Storm Drainage System

- a. The Developer agrees to construct storm drainage to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, and

construction and materials used therein shall be in accordance with the City's most recent specifications thereof.

- b. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and elevation of any storm drainage works constructed on the Lands.
- c. The Developer shall prepare and provide a complete Site Grading Plan which shall be submitted for approval by the Director of Public Works, indicating the following:
  - i. the manner in which storm water will be conveyed across the Lands in both major (10 year) and minor storms (2 year), using techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual – March 2003" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
  - ii. an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and
  - iii. an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- d. The Developer shall prepare and provide a Site Grading Plan indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands.
- e. The Developer agrees to carry out or to have carried out all works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Site Grading Plan to the complete satisfaction of the Director of Public Works and the Planner.
- f. The Stormwater Drainage System has been designed on the basis that there will be no houses with living space below grade. For this reason, the City will not issue a building permit for a house with a living space below grade.

#### 8.9 Water Distribution System

- a. The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curb stops and boxes as may be required, for the purpose of servicing the Lands. The water distribution system shall be constructed according to the Plans approved by the Director of Public Works and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- b. The Developer shall install, charge, test and maintain the water distribution system as required by the approved Plans and specifications in accordance with this Agreement and legislative requirements to the complete satisfaction of the Director of Public Works.
- c. The water supply and distribution system shall be designed to accommodate residential flows with the minimum size of 150 mm in diameter.

- d. All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services.
- e. The Developer shall, prior to the Director of Public Works approving the Completion Certificate for Municipal Services, supply the Director of Public Works with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

#### 8.10 Street and Traffic Signs

- a. The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- b. The Developer shall supply and erect all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services. All signs shall conform to the current standards of the City.

#### 8.11 Electrical Distribution System and Street Lighting

- a. The Developer shall arrange with Hydro One for the design, provision and installation of all electrical transmission and distribution system and street lighting system required to serve all of the Lots on the Lands with electrical power in accordance with the plans and specifications thereof approved by Hydro One and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- b. The Developer shall arrange with Hydro One for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One upon receipt of a statement of account thereof.
- c. Prior to the Director of Public Works approving the Certificate of Final Acceptance for Municipal Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Municipal Services the City will assume the street lighting system into the City's street light inventory.
- d. Street lighting system shall be of LED type luminaries.

#### 8.12 Utility Services

All Utility Services required to service the Lands including, without restricting the generality of the foregoing, telephone cables and coaxial cables, shall be installed and constructed prior to the Director of Public Works approving the Certificate of Completion for Municipal Services.

#### 8.13 Landscaping

- a. The Developer shall grade and place a minimum of 50 mm of topsoil together with pre-approved seed on all portions of road allowances within the Lands, and along all sides of the Lands abutting on adjacent existing streets. All landscaping as herein described shall be considered as part of the cost of construction of services for the Lands, and shall be completed prior to the Director of Public Works approving the Completion Certificate for Roadways.

- b. All drainage ditches, swales and depressions within the Lands shall be seeded prior to the City issuing any building permits. The Developer shall maintain all drainage ditches, swales and depressions until the associated lot is transferred to another party.

#### 8.14 Grading and Drainage

- a. Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
  - i. the City has agreed in writing to such alteration or removal; and
  - ii. the City has approved the Site Grading Plan pursuant to the terms of this Agreement.
- b. Prior to commencing any phase of development the Developer shall prepare and provide the City, as part of the engineering drawings, a Site Grading Plan for the purpose of controlling the overall drainage pattern within the Lands.
- c. The following grading works shall be completed prior to the issuance of any Building Permits:
  - i. construction and seeding of all drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Lands, subject to weather conditions; and
  - ii. where applicable, rough grading of all Lots to generally conform to the Site Grading Plan.
- d. If drainage problems arise which are as a result of non-compliance with the requirements of this Agreement, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Grading Deposit shall be the responsibility of the Developer or Developer, whoever is the Developer of the lot in question, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- e. Upon completion of the Works and acceptance by the City of a Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Developer’s Site Grading Deposit, if any, less any cost for remedial work undertaken by the City.

#### 8.15 Site Grading Conformity

The individual lot owner shall ensure their lot continues to conform to the Site Grading Plan.

### **Part 9: Completion, Maintenance, Acceptance and Assumption of Works**

#### 9.1 Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Public Works shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

#### 9.2 Time to Complete Servicing



The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- a. All required Municipal Services, within one year after the date of registration of this Agreement; and
- b. Roadways including asphalt, asphalt spill curbs and asphalt sidewalks within three (3) years after the completion of Municipal Services or forthwith after 50% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Public Works.
- c. The Director of Public Works may extend the time for completion of Municipal Services or Roadways or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

### 9.3 Roads

- a. Until Council passes an Assumption By-Law for Roadways assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:
  - i. any alteration of the existing grade or level of any road or roads within the Development to bring the grade or level in accordance with the plans approved by the Director of Public Works;
  - ii. any damage to the lands abutting on any road or roads within the Development or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
  - iii. any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads within the Development, however caused.
- b. All road allowances within the Development shall be named to the satisfaction of the City.

### 9.4 Completion Certificate for Municipal Services

- a. Municipal Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Municipal Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Municipal Services.
- b. The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the documentation listed in Sections 9.4 (d) and 9.4 (e) must be provided to the Director of Public Works in a single submission package.
- d. The Developer's Consulting Engineer shall provide to the Director of Public Works:

- i. Certificate(s) verifying that all Municipal Services were installed and constructed in accordance with approved Plans and specifications;
  - ii. Certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with legislative standards;
  - iii. Certificate(s) stating that all water main tracer wire has been tested and all of the new water system can be traced;
  - iv. Certificate(s) stating that all storm and sanitary sewer pipes have been flushed, inspected and videoed via close circuit T.V.;
  - v. Copies of the sanitary sewer inspection video tape(s) and documentation; and
  - vi. Certificate(s) stating that all utility services, required to service the Development are installed and constructed.
- e. The Developer shall provide the Director of Public Works with:
- i. A Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
    - 1. all such Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
    - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    - 3. there are no outstanding debts, claims or liens in respect of such Work.
  - ii. written confirmation that all grading and drainage Works have been completed in accordance with the Site Grading Plan and are functioning properly;
  - iii. original drawings showing each of the said Works "as constructed" together with electronic drawing files in AutoCAD format;
  - iv. certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars on the Lands and within the Development as of a date not earlier than seven days prior to the Director of Public Works approving the subject Completion Certificate;
  - v. written confirmation that elevations at the corners of the lots are the same as indicated on the Site Grading Plan, and red-lined drawings showing corner elevations for each lot where the elevations have changed.
  - vi. plans showing the location and depth of each sanitary sewer lateral, storm sewer lateral (if applicable) and water service lateral constructed to service each of the Lots; and
- f. Subject to Sections 9.4 (d) and 9.4 (e) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Municipal Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate of Municipal Services.

#### 9.5 Completion Certificate for Roadways

- a. Roadway installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Roadways has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The

Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Roadways.

- b. The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c. Prior to the Director of Public Works approving the Completion Certificate for Roadways, the documentation listed in Sections 9.5 (d) and 9.5 (e) must be provided to the Director of Public Works in a single submission package.
- d. The Developer’s Consulting Engineer shall provide to the Director of Public Works:
  - i. Certificate(s) verifying that all Roadways were installed, repaired and constructed in accordance with approved Plans and specifications;
  - ii. Certificate(s) providing actual cost of Roadways completed; and
  - iii. Certificate(s) stating that all sewers have been flushed and cleaned after placement of surface course asphalt.
- e. The Developer shall provide the Director of Public Works with a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
  - i. all Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
  - ii. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
  - iii. that there are no outstanding debts, claims or liens in respect of such Works;
  - iv. original drawings showing each of the said Works "as constructed" together with electronic drawing files in AutoCAD format;
- f. Subject to Sections 9.5 (d) and 9.5 (e) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Roadways has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Roadways.

#### 9.6 Maintenance of the Lands

- a. The Developer shall be responsible for the general tidy appearance and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Public Works.
- b. The Developer shall adequately maintain all Roadways free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law for Roadways. Snowplowing shall be provided by the City at the established standard provided however that the City may assume the roads for maintenance purposes prior to the paving of such roads.
- c. The Developer shall be responsible to control weeds and to maintain vacant lands owned by the Developer free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.

- d. The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Guarantee Period and shall repair in a permanent manner satisfactory to the Director of Public Works any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e. Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Public Works, at his sole option, after giving the Developer twenty four (24) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- f. The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of one (1) year or until the Director of Public Works approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Guarantee Period").
- g. The Maintenance Guarantee Period for Municipal Services shall commence on the date the Director of Public Works approves the Completion Certificate for Municipal Services.
- h. The Maintenance Guarantee Period for Roadways shall commence on the date the Director of Public Works approves the Completion Certificate for Roadways.

#### 9.7 Certificate of Final Acceptance

- a. Upon expiration of the one year Maintenance Guarantee Period for Municipal Services and Roadways as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer.
- b. If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- c. The Director of Public Works may withhold approval of a Certificate of Final Acceptance if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

#### 9.8 Assumption of Municipal Services

- a. The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment thereof, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:

- i. an Assumption By-Law for Municipal Services after the Director of Public Works approves the Certificate of Final Acceptance for Municipal Services; and
  - ii. an Assumption By-Law for Roadways after the Director of Public Works approves the Certificate of Final Acceptance for Roadways.
- b. The Assumption By-Law for Municipal Services shall not include the streets and roadways constructed by the Developer within the Lands nor the Utility services other than the street lights.
- c. The Assumption By-Law for Roadways includes finished streets and roadways as constructed by the Developer within the Lands.

#### **Part 10: Permits, Fees, Deposits and Occupancy**

##### 10.1 Development Costs

- a. The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are at the expense of the Developer within the Lands; and
- b. The Developer hereby releases and forever discharges the City from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within Lands and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

#### **Part 11: Security Deposits and Cash Payments**

##### 11.1 General

- a. The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security on account of aforesaid costs in accordance with Schedule "D" annexed hereto prior to the commencement of on-site works. The security should be in the form of a standby Letter or Letters of Credit with automatic renewal provision, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b. The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- c. The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the

Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.

- d. Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e. The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f. The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to the commencement of works, the Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Municipal Services and Roadways and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Consulting Engineer’s estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule “D” annexed hereto.

#### 11.2 Legal Fees

The Developer shall reimburse the City within five (5) days of a request therefor, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement. All such payments shall be made by delivery of a bank draft or certified cheque.

#### 11.3 Letter of Credit Site Grading

The Developer shall submit a site grading cost estimate prepared by the Consulting Engineer and shall deposit with the Treasurer of the City a Grading Deposit by way of a Letter of Credit in the amount of 10% of the cost estimate for the grading of the Lands. On default of the Developer in completing the grading of the Lands in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such Grading Deposit in order to pay for the grading.

#### 11.4 Letter of Credit Roadways

- a. The Developer shall deposit with the Treasurer of the City, upon completion of the Roadways installation, other than the addition of the asphalt, a Letter of Credit in the amount of 120% of the costs of construction of the addition of asphalt. On default of the Developer in adding the asphalt in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such addition of asphalt. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to the addition of asphalt.
- b. With respect to the addition of asphalt to the Roadways, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than 120% of the estimated cost of uncompleted asphalt addition. Before reduction or release of any security deposit, the

Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the addition of asphalt secured under Section 11.4 (a) of this Agreement; secondly, administrative and legal costs still owing; thirdly, any taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

#### 11.5 Release of Security

Upon written demand by the Director of Public Works and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

- a. The date of completion of the subject services;
- b. Works completed to date;
- c. All accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
- d. All requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

### **Part 12: Insurance**

12.1 Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with a certified copy of the Developer’s third party Commercial General Liability Insurance Policy placed with Insurers licensed to transact business in the Province of Ontario, naming the City as an additional insured in a form satisfactory to the City as follows:

- a. the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars (\$5,000,000.00) bodily injury (including death) and property damage;
- b. the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
- c. the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage;
- d. excess umbrella liability coverage of two million dollars (\$2,000,000.00) for all risks included in (a) and (b) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
- e. “Cross Liability” and “Severability of Interest” clauses or endorsements shall be provided;
- f. an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
- g. the premium for the said policies shall be paid initially for a period of one (1) year and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;

- h. The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;
- i. A certificate from the Workplace Safety Insurance Board certifying the contractor is in good standing with the Board; and
- j. Satisfactory evidence the developer, contractors, subcontractors and agents are qualified, experienced and has the equipment to successfully complete the Works.

**Part 13: Default**

- 13.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- a. Enter upon the Lands, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
  - b. Make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
  - c. Retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;
  - d. Assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration thereof;
  - e. Bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
  - f. Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.
- 13.2 The Developer shall be deemed to be in Final Default if:
- a. The City receives written notice from the Bank of its intention to not renew the Letter of Credit;
  - b. The Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
  - c. The City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
  - d. The Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy.



**Part 14: Interpretation**

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he,” “it,” “his,” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he,” “she,” “it,” or “they,” “his,” hers,” “its,” or “their,” and “him,” “her,” “it,” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

**This Agreement** shall be binding upon the parties hereto and their respective successors and assigns.

**In Witness Whereof** the parties hereto have hereunto placed their respective hands and seals to these presents.

**Signed, Sealed, and Delivered** in the presence of:

) 2373775 Ontario Inc.  
)  
) \_\_\_\_\_  
)  
)  
)  
)  
) Print Name: \_\_\_\_\_  
)  
) \_\_\_\_\_  
)  
) Witness  
)  
)  
)  
) Print Name: \_\_\_\_\_  
)  
)  
) THE CORPORATION OF THE  
) CITY OF TEMISKAMING SHORES  
)  
) \_\_\_\_\_  
) Carman Kidd, Mayor  
)  
)  
) \_\_\_\_\_  
) David B. Treen, Clerk

**Schedule A**  
**Description of Lands**

PCL 7950 SEC NND; LT 5 PL M79NB DYMOND EXCEPT LT91023, PT 9 & 10 54R2668, PT 1 to 4 54R3075 S/T LT267120; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0217(LT))

PCL 4904 SEC SST; PT BLK C PL M79NB DYMOND AS IN LT58251 EXCEPT PT 4 to 8 54R2668, S/T LT267120; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

PCL 9064 SEC SST; PT BLK C PL M79NB DYMOND SRO AS IN LT90305 S/T LT61457; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0135(LT))

**Schedule B**  
**Lands Conveyed for Public Purposes**

The Developer shall, at its own expense, transfer title to the Corporation of the City of Temiskaming Shores, free and clear of all encumbrances, the following:

**TO BE ADDED ONCE R-PLAN IS DONE.**

**Schedule C**  
**Approved Site Grading Plan**

**Schedule D**  
**Security and Financial Requirements**

Security will be required for:

10% of the cost estimate of final grading of the Lands as per Section 11.3 Letter of Credit Site Grading.

120% of the cost of asphalt topping as per Section 11.4 Letter of Credit Roadways.

---

**Schedule E**  
**Special Provisions**

1. Environmental Liability:

The Developer hereby agrees to indemnify and save harmless the City from and against any and all actions, causes of action, proceedings, claims, demands, orders, directives, costs and expenses (including without limitation legal costs on a solicitor and client basis and consultants costs) of every nature and kind which may be made against or incurred by the City of Temiskaming Shores, whether at law or in equity, directly or indirectly arising out of or relating in any way to any contamination of or within the Lands, including but not limited to such portions of the Lands conveyed in any way to the City, or migrating at any time from said Lands or portions thereof conveyed to the City, and the remediation thereof.

2. Approvals:

- a. All servicing system designs, Plans and specifications must be approved in writing by the Director of Public Works prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.
- b. The Developer must obtain Ministry of Environment Certificates of Approval for the servicing systems prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.
- c. The Storm Water Management Report, including the engineering submission, Erosion and Sediment Control Plan for the development and the Site Grading Plan, must be approved in writing by the City.

3. Street and Traffic Signs:

The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.

4. Tenders and Contracts:

It is acknowledged that the City does not require the Developer to call tenders for the Works. However, any contract documents that the Developer accepts for the Works may be subject to review and approval by the Director of Public Works.

5. Setbacks:

The Developer shall not store any construction equipment or materials within the required setbacks from the high water mark as established by By-law 2018-154.

6. Species at Risk:

- a. The Developer shall protect possible turtle nesting sites through the installation of exclusion fencing around any stockpiles of sand, soil or other fill materials. When stockpiles of sand, soil or other fill material are present on site exclusion fencing must be installed by May 1 of every year and must be maintained and in proper working condition for the duration of the turtle active season (May 1-September 30 of every year).
- b. The Developer shall ensure compliance with the Endangered Species Act, 2007 and its associated regulations.

**Schedule F**  
**Cost Sharing Agreement – By-law 2018-113**

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-113**

**Being a by-law to enter into a Cost Sharing Agreement with  
2373775 Ontario Inc. for the upgrading of the sanitary sewer  
system associated with the Beach Garden Development**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;


**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;


**And whereas** Council considered Memo No. 023-2018-CS at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system associated with the Beach Gardens Development for consideration at the July 10, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system that traverses the proposed development, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 10<sup>th</sup> day of July, 2018.**

  
\_\_\_\_\_  
Mayor – Carman Kidd

  
\_\_\_\_\_  
Clerk – David B. Treen





Schedule "A" to

**By-law No. 2018-113**

Cost Sharing Agreement with 2373775 Ontario Inc.

**COST SHARING AGREEMENT**

**THIS AGREEMENT** is made this 28 day of June, 2018

**BETWEEN:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
325 Farr Drive, Box 2050, Haileybury, Ontario P0J 1K0  
(hereinafter referred to as the "City")

**OF THE FIRST PART**

-and-

**2373775 ONTARIO INC.**  
46 Lakeshore Road, Box 1551, New Liskeard, Ontario P0J 1P0

**OF THE SECOND PART**

**WITNESS THAT:**

**WHEREAS, 2373775 ONTARIO INC.**

wishes to develop the property legally described as that in Schedule "A" (the "Lands") and informally known as and hereinafter referred to as the "Beach Garden" property (the "Development").

**AND WHEREAS** antecedent to entering into a development agreement with the City, 2373775 Ontario Inc. wishes to upgrade the sanitary sewer which traverses the Development.

**AND WHEREAS** the City and 2373775 Ontario Inc. . have agreed to enter into the within cost sharing agreement for the payment of the costs of the required upgrades to the sewer main as outlined by EXP Services Inc. in its Beach Gardens – Preliminary Site Servicing and Design Brief dated March 8, 2018 which is attached as Schedule "C" (the "Exp Report") and in accordance with the Environmental Compliance Approval No.1355-9NCGPW dated August 29, 2014 which is attached as Schedule "D" (the "ECA");

**AND WHEREAS** the City has agreed to contribute the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) to the upgrading of the sanitary sewer.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and the covenants herein contained, the Parties hereto hereby mutually agree as follows:

1. 2373775 Ontario Inc. . will perform and complete the installation of new sanitary sewer (the "Sewer Upgrade Project") to service the Development exactly in accordance with the specifications set out in the EXP Report, the ECA, all existing laws including municipal by-laws, requirements of the City and at the direction of the City, and subject to 2373775 Ontario Inc entering into an agreement with Hydro One with respect to their portion of the project
2. The Parties understand and agree that the Sewer Upgrade Project includes the detailed design, engineering, and construction including management, labour and materials required to upgrade the existing 200 mm sanitary sewer main to a 250 mm sewer main. The sewer main to be upgraded originates south of Radley Hill Road in the City of Temiskaming Shores and stretches across the Development by way of an easement bearing instrument number LT267120 set out in the attached Schedule "B" (the "Easement Lands").
3. The Sewer Upgrade Project shall be consistent with and integrated into the existing sanitary sewer system of the City and all adjoining properties in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
4. The Sewer Upgrade Project shall be consistent with and contain sufficient capacity to accommodate a multi-unit development of the Development up to a maximum of twenty-one (21) units as outlined in Schedule "C" and in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
5. Nothing in this agreement shall be construed so as to prevent or preclude 2373775 Ontario Inc. from undertaking such parallel, preparatory installations as may be deemed advisable which may include but not be limited to water, gas or hydro installations in contemplation of future development, provided that all such installations are completed in accordance with all existing laws including municipal by-laws, requirements of the City and at the direction of the City.
6. The parties hereto agree that time shall be of the essence with respect to the completion of this agreement and the Sewer Upgrade Project shall in any event be completed by no later than December 31<sup>st</sup>, 2018.
7. That the City shall pay to 2373775 Ontario Inc. the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) (the "City Contribution") within fifteen days of the completion, inspection and acceptance by the City of the Sewer

Upgrade Project. The City shall not incur any expense for the development of the Lands in excess of the City Contribution.

8. 2373775 Ontario Inc. shall obtain prior to the commencement of any construction, and shall maintain and keep in force, a policy of insurance against claims for personal injury, death or property damage or third party or public liability claims arising from any accident or occurrence upon, on or about the Lands and from any cause, including the risks occasioned by the construction and installation of the Sewer Upgrade Project and to an amount of not less than \$5,000,000.00.
9. The aforesaid insurance policy shall also insure against loss and damage to the Sewer Upgrade Project with respect to fire and all other perils from time to time customarily included in the usual extended coverage endorsements upon fire policies applicable to similar properties for the full insurable value.
10. 2373775 Ontario Inc. shall indemnify and save harmless and defend the City against any and all claims, actions, damages, losses, liabilities and expenses which may arise directly or indirectly by reason of the completion of the Sewer Upgrade Project occasioned wholly or in part by any act or omission of 2373775 Ontario Inc., its officers, employees, agents, contractors, invitees, licensees or by any person permitted by 2373775 Ontario Inc., to attend at or work on the Sewer Upgrade Project or due to or arising out of any breach of this Agreement. The Parties agree and acknowledge that the within clause applies only to the design and construction of the Sewer Upgrade Project and not to the operation and maintenance of the main by the City.
11. No approval of the design drawings and working drawings, including without limitation the design drawings in respect of the Sewer Upgrade Project shall make the City or its officers, servants or agents liable to 2373775 Ontario Inc. for the safety, adequacy, soundness or sufficiency of such design or construction, nor shall the giving of such approval constitute a waiver by the City of any duty or liability owed by 2373775 Ontario Inc. to the City, its officers, servants or agents by reason of this Agreement or otherwise.
12. Where the work of 2373775 Ontario Inc. is subject to the approval or review of an authority, government department, or agency other than the City, preparation of applications for approval or review shall be the responsibility of 2373775 Ontario Inc. but shall be subject to the review and approval of the City prior to submission.
13. The Sewer Upgrade Project and all related improvements are, and shall be, a fixture upon the Easement Lands and shall, upon installation, immediately become the absolute property of the City.

14. If 2373775 Ontario Inc. fail or refuse for any reason to comply with any requirements of this Agreement, 2373775 Ontario Inc. shall be in default of this Agreement and the City may, on ten (10) days notice, require 2373775 Ontario Inc. to remedy the default, failing which the City may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default. Any actions taken or work performed by the City to rectify the default shall be done as an agent for 2373775 Ontario Inc. and at the cost of 2373775 Ontario Inc.
15. If any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
16. The failure of the City to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the City from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
17. This Agreement shall enure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties.
18. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable herein.


Next page signing page

IN WITNESS HEREOF, the Parties have hereunto executed the Cost Sharing Agreement by the hands of their authorized officers.

DATED this            day of June, 2018 at the City of Temiskaming Shores.

The Corporation of the City of  
Temiskaming Shores

  
Witness:

per:   
Carman Kidd - Mayor  
I have the authority to bind the corporation


The Corporation of the City of  
Temiskaming Shores

  
Witness:

per:   
David B. Treen- Municipal Clerk  
I have the authority to bind the corporation

2373775 Ontario Inc.

  
Witness:

per:   
Patrick Rivard - Vice President  
I have the authority to bind the corporation

**Schedule "A" - Legal Description of Development Lands**

PCL 7950 SEC NND; LT 5 PL M79NB DYMOND EXCEPT LT91023, PT 9 & 10 54R2668, PT1 to 4 54R3075 S/T LT267120; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0217 (LT)

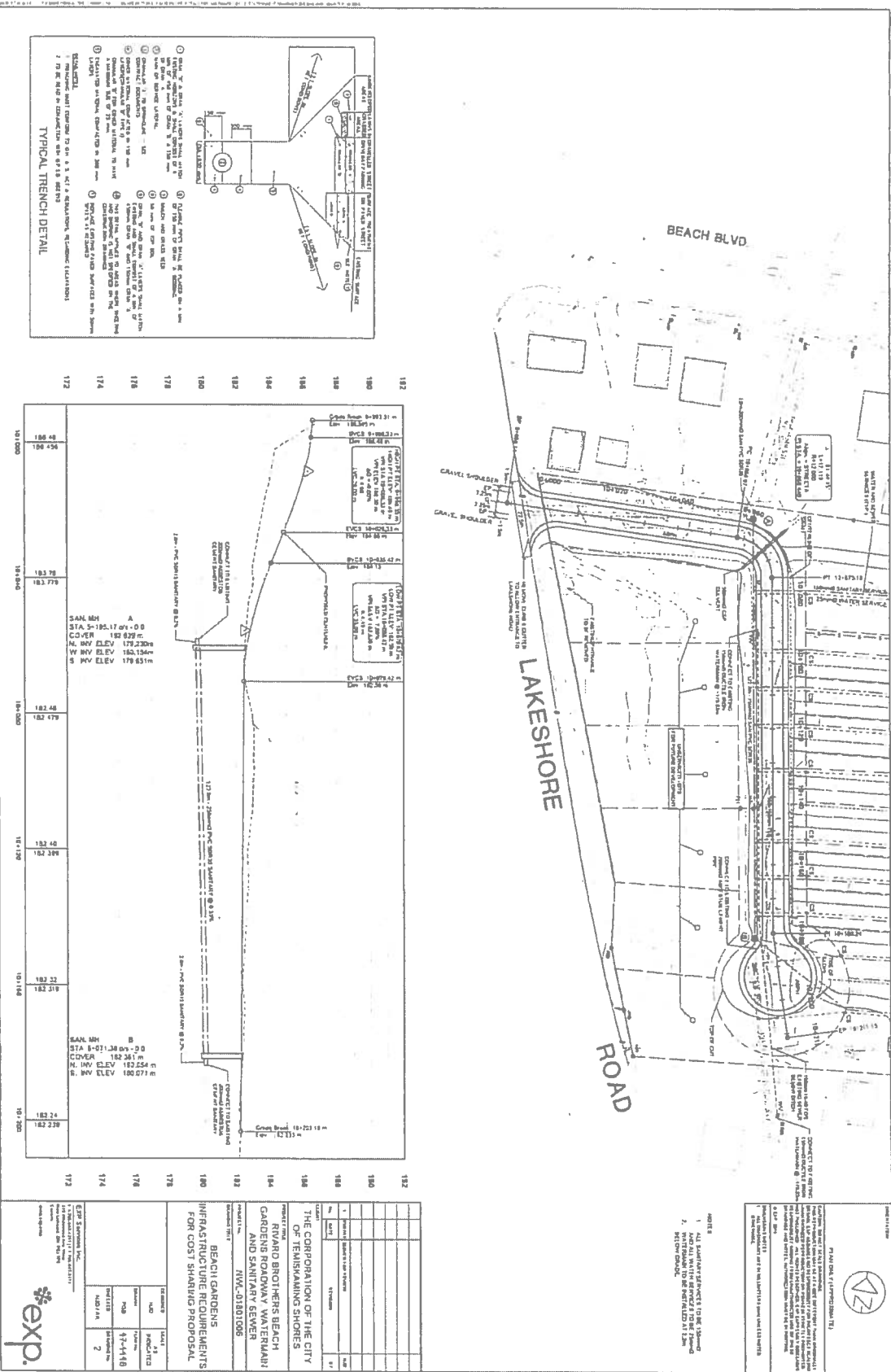
PCL 4904 SEC SST; PT BLK C PL M79NB DYMOND AS IN LT58251 EXCEPT PT 4 to 855R2668, S/T LT267120; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

PCL9064 SEC SST; PT BLK C PL M79NB DYMOND SRO AS IN LT90305 S/T LT61457TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0135 (LT)

Schedule "B" – Easement - Instrument No. LT267120

Schedule "C" – EXP Services Inc.: Beach Gardens – Preliminary Site Servicing and Design Brief

Schedule "D" - Environmental Compliance Approval No.1355-9NCGPW



**PLAN DATE: 12/09/2009**  
**PROJECT NO: 09-001**  
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

- NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. MATERIALS TO BE USED SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.

NO.	DATE	DESCRIPTION	BY
1	12/09/2009	ISSUED FOR PERMIT	...
2	...	...	...

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**RIVARD BROTHERS BEACH GARDENS SANITARY SEWER AND SANITARY SEWER (NYC-01801006)**  
**BEACH GARDENS INFRASTRUCTURE REQUIREMENTS FOR COAST SHAVINGS PROPOSAL**

EXP. ENGINEERING INC.  
 4450 BOULEVARD 128  
 SUITE 200  
 BELLERIVE, QUEBEC H9V 1K4

**exp.**







# Transfer/Deed of Land

SCHEDULE D

Form 1 - Land Registration Reform Act, 1984

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">POST OFFICE USE ONLY</p> <p style="text-align: center; font-size: 24px;">267120</p> <p style="text-align: center;">JAN 16 P 3 08 CERTIFICATE OF RECEIPT CERTIFICAT DE RECÉPISSE</p> <p style="text-align: center; font-size: 10px;">RECEIVED AT REGISTRY OF LANDS (A) TORONTO OFFICE NO. 54 ON CANADIAN</p> <p>New Property Identifiers</p> <p>Additional See Schedule <input type="checkbox"/></p> <p>Exclusions NIL</p> <p>Additional See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages	A
	(3) Property Identifier(s)	Block	Property	Additional See Schedule <input type="checkbox"/>
	(4) Consideration TWO DOLLARS 00/100 Dollars \$ 2.00			
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Parcel 490A SST Part of Block C, Plan M-79 (NB) Designated as Part 2 on 54R-1614 Parcel 7950 NND Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578 Municipality of New Liskeard			
The lands to be benefitted by this easement is the Head Office of the Transferee.				
(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/estate Transferred Fee Simple Easement	
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am not a spouse.				
Name(s) WHITE, Elizabeth Ann		Signature(s) <i>Elizabeth Ann White</i>		Date of Signature 1990/04/19
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction				
(10) Transferor(s) Address for Service Box 583, New Liskeard, Ontario P0J 1P0				
(11) Transferee(s) THE CORPORATION OF THE TOWN OF NEW LISKEARD				
(12) Transferee(s) Address for Service Box 730, New Liskeard, Ontario P0J 1P0				
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.				
Signature _____ Date of Signature _____				
Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.				
Name and Address of Solicitor _____ Signature _____ Date of Signature _____				
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (i) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.				
Name and Address of Solicitor _____ Signature _____ Date of Signature _____				
(15) Assessment Roll Number of Property 54 18 000 008 07700			Fees and Tax	
(16) Municipal Address of Property 415 Lakeshore Road New Liskeard, Ontario P0J 1P0			Registration Fee 25.00	
			Land Transfer Tax 0	
(17) Document Prepared by: Theodore R. Byck Byck, Hoyles & Grant Box 760, New Liskeard, Ontario P0J 1P0 /MC			Cent x 1 3.00	
			Total	



Based Property Identification and/or Other Information

PROVISIONS OF EASEMENTS

For the servants, agents, contractors, and workmen of and other persons duly authorized by the Corporation, at all times and from time to time to pass and repass with all plant, machinery, material, vehicles and equipment as may be necessary to enter and lay down, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition, remove, replace, relocate, reconstruct, supplement and operate one or more water mains or any part thereof, including all appurtenances necessary or incidental thereto, on, in, across, under and through the aforesaid lands (herein called the "strip") owned by the Transferor in perpetuity.

Upon completion of the aforesaid water main or mains or of any installation, replacement, inspection, repair, alteration, or removal work subsequent thereto, the Town shall fill in all excavations in the said strip replacing the top-soil and sub-soil in the correct sequence and as far as possible, restore the surface thereof to the same condition as that in which it was found prior to the commencement of the work and shall remove all equipment and rubbish.

The Transferor shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or build on, in, over, through, or under the said strip any pit, well, pavement, building, structure, or other obstruction of any nature whatsoever without the prior written consent of the Town, except nothing in this paragraph shall prevent the Transferor from paving with asphalt and repairing any existing routes of access to and through her property, but otherwise the Transferor shall have the right fully to use and enjoy the said strip subject always to and so as not to interfere with the rights and easements herein granted.

The transferor only is to keep the said strip clear of all brush, trees and other obstructions of any nature whatsoever as may be necessary to the exercise and for the enjoyment of the rights and easements herein granted in perpetuity, but this paragraph shall not prevent the Transferor from using the strip for growing market garden crops.

The Transferor shall be responsible for any damage to the property of the Town caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.

Notwithstanding any rule of law or equity, the water main or mains and all other equipment and appurtenances brought on to, laid on or erected upon, buried in or under the said strip by the Town notwithstanding the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town or its successors and assigns.

The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all covenants and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively and all covenants herein contained shall be construed to be several as well as joint.

The Transferee covenants with the Transferor that if the Transferor shall have suffered damages resulting from the exercise by the Transferee of the right, liberty, privilege and easement herein granted, conveyed and transferred, including any damage to cultivated crops or pavement, the Transferee shall make due compensation to the Transferor for any such damages, and, if compensation is not agreed upon by the parties hereto, it shall be determined pursuant to the provisions of the Arbitrations Act of Ontario, or any Act passed in amendment thereof or substitution therefor by the award of a majority of three arbitrators, named one by the Transferor, one appointed by the Transferee and the third to be selected by the two thus chosen within seven days after their

FOR OFFICE  
USE ONLY



Mortgage Property Identifier(s) and/or Other Information

PROVISIONS OF EASEMENTS - continued

appointment. The decision of a majority of these arbitrators shall be final and binding on the parties hereto without any right of appeal and costs for the arbitration proceedings shall be in the discretion of the arbitrators. If either party fails to name its arbitrator expeditiously, the arbitrator named by the other party may fix the compensation for the damages and costs for the arbitration and his award shall be final and binding on the parties hereto without any right of appeal.

FOR OFFICIAL USE ONLY



Form 1 - Land Transfer Tax Act  
Affidavit of Residence and of Value of the Consideration  
Refer to all instructions on reverse side.

THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parcel 4904 SST, Part of Block C, Plan 79(NB), Designated as Part 2 on 54R-1614. Parcel 7950 NND, Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578  
BY (print names of all transferees in full) ELIZABETH ANN WHITE

TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF NEW LISKEARD

I, (see instruction 2 and print name) in full) THEODORE R. BYCK

MAKE OATH AND SAY THAT:

- 1. I am (make a check mark within the square opposite that one of the following paragraphs that describes the capacity of the depositor): (see instruction 2)
(a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed.
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name of principal) THE CORPORATION OF THE TOWN OF NEW LISKEARD
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name of corporation)
(f) A transferee described in paragraph ( ) (insert only one of paragraphs (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraphs (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.
2. (To be completed where the value of the consideration for the conveyance exceeds \$250,000).
I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
(a) contains at least one and not more than two single family residences.
(b) does not contain a single family residence.
(c) contains more than two single family residences.
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act.
NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ 2.00
(b) Mortgages (i) Assumed (above principal and interest to be credited against purchase price) \$ nil
(ii) Given back to vendor \$ nil
(c) Property transferred in exchange (detail below) \$ nil
(d) Securities transferred to the value of (detail below) \$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 2.00 \$ 2.00
(h) VALUE OF ALL CHATTELS - Items of tangible personal property (insert value for tax payable on the value of all chattels unless exempt under the provisions of the "Final Sales Tax Act", F.S.O. 1983, c.454, as amended) \$ nil
(i) Other consideration for transaction not included in (g) or (h) above \$ nil
(j) TOTAL CONSIDERATION \$ 2.00

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) See #7.
6. If the consideration is nominal, is the land subject to any encumbrance? No.
7. Other remarks and explanations, if necessary. This instrument conveys only an easement. If encumbrances exist they are not being assumed by the Transferee/Grantee. The total consideration is as set out above.

Sworn before me at the Town of New Liskeard, in the District of Timiskaming this 16th day of JANUARY 19 91

J. Macintosh, Commissioner, etc. District of Timiskaming, for Byck & Grant, Solicitors and Notaries. Expires April 24, 1991. THEODORE R. BYCK, Property Information Record

- A. Describe nature of instrument: Transfer of Easement
B. (i) Address of property being conveyed (if available): 415 Lakeshore Road, New Liskeard, Ontario POJ 1P0
(ii) Assessment Roll No. (if available): 54-18-000-008-07700
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7): Box 583, New Liskeard, Ontario POJ 1P0

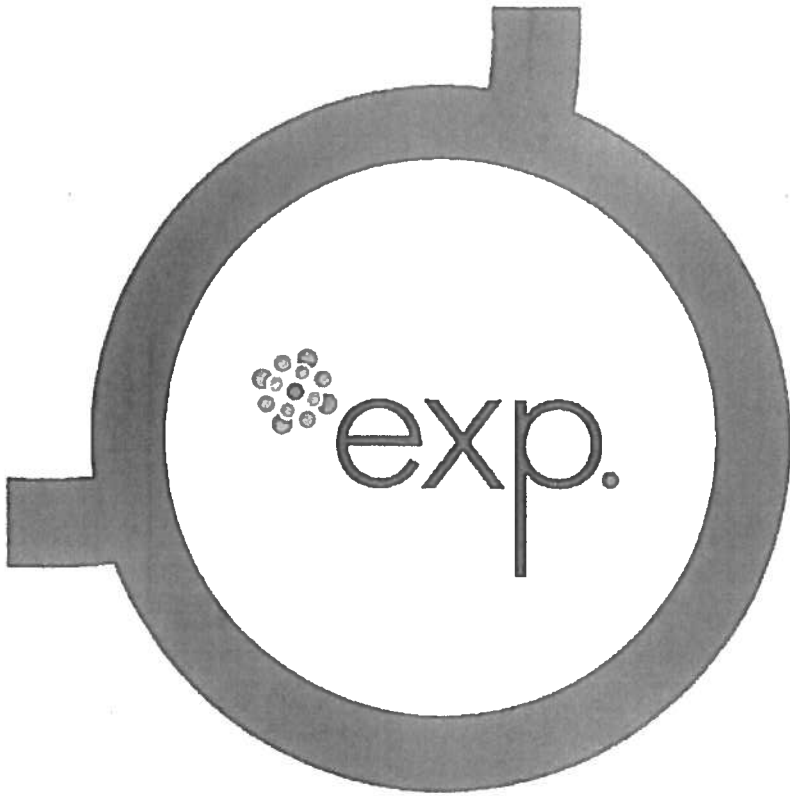
- D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed Same as in D.(i) above. Yes [ ] No [X] Not known [ ]

E. Name(s) and address(es) of each transferor's solicitor: Theodore R. Byck, BYCK, HOYLES & GRANT, Box 760, New Liskeard, Ontario POJ 1P0 /sja

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date







**Beach Gardens - Preliminary  
Site Servicing and  
Design Brief**

**Type of Document:**  
Cost Sharing Proposal

**Client:**  
Rivard Bros  
46 Lakeshore Rd N  
New Liskeard, ON P0J 1P0

**Project Number:**  
NWL-01801006

**Prepared By:** Alexander O'Beirn, EIT  
**Reviewed By:** Nolan Dombroski, P.Eng.

**EXP Services Inc.**  
310 Whitewood Avenue West  
New Liskeard, ON P0J 1P0

**Date Submitted:**  
March 8, 2018

## Beach Gardens - Preliminary Site Servicing and Design Brief

**Type of Document:**  
Cost Sharing Proposal

**Client:**  
Rivard Bros  
46 Lakeshore Rd N  
New Liskeard, ON P0J 1P0

**Project Number:**  
NWL-01801006

**Prepared By:**  
EXP  
310 Whitewood Avenue West  
New Liskeard, ON P0J 1P0  
Canada  
T: 705 647-4311  
www.exp.com



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Alexander O'Beirn, EIT  
Project Manager  
Infrastructure Services



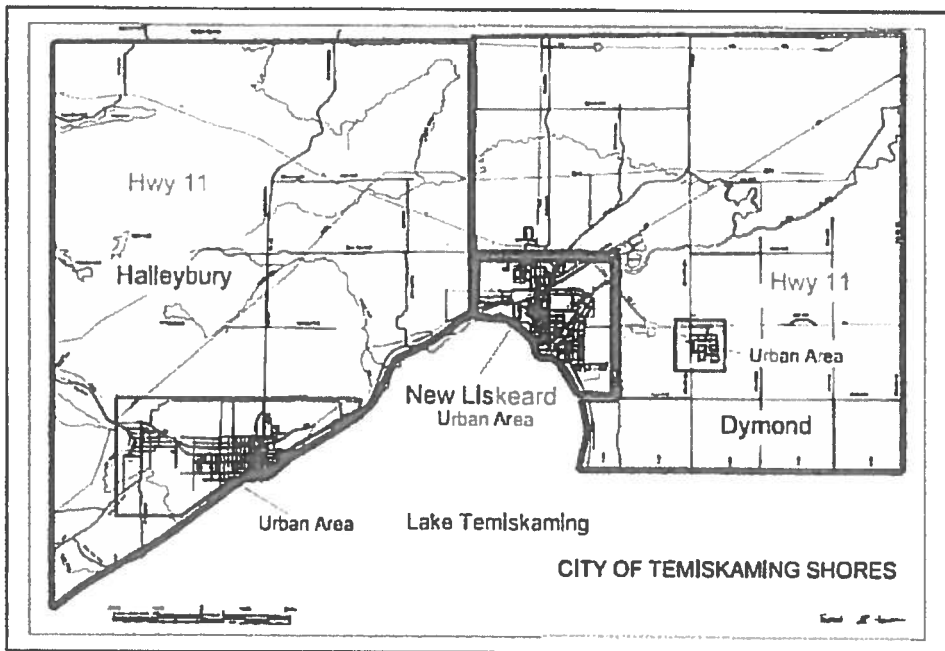
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Nolan Dombroski, P.Eng.  
Infrastructure Manager – New Liskeard  
Infrastructure Services

**Date Submitted:**  
March 8, 2018

## 1 Introduction

This letter has been prepared by EXP Services Inc. (EXP) on the account of Rivard Bros to outline the lot servicing requirements and propose a cost sharing arrangement. The purpose of this submission relates to the installation of new sanitary sewers, and watermain to service a proposed new development in New Liskeard. ECA #1355-9NCGPW was previously obtained to upgrade approximately 774 m of trunk sanitary sewer on the property and immediately downstream of the proposed development.



Map 1 – Temiskaming Shores (Halleybury, New Liskeard, Dymond)

## 2 Project Background

### Beach Gardens Development

The proposed Beach Gardens Development site is bound on the west by Lakeshore Road, on the east by Lake Temiskaming. It is located to the south of the residences along the south side of Beach Boulevard in the community of New Liskeard. The property is legally described as Part of Lot 5 and Part of Block C (Pins 61339-0129, 61339-0127 & 613390135) on Registered Plan M-79 NB, in the City of Temiskaming Shores.

The site is situated in an area of low relief and, at one time, was used as a tent & trailer park as well as a commercial vegetable garden. Surrounding land use is residential on all but the East side of the property, which abuts Lake Temiskaming. There is a 6m wide easement running north to south across the middle of the property, within which there is an existing 150 mm diameter watermain (partially, two dead ends are located on the property), and an existing 200 mm diameter sanitary sewer main. This infrastructure currently services residential properties to the south of the proposed development.

The proposed development will consist of two townhouse structures, each containing four (4) units for a total of eight (8) townhouse dwellings. There will also be two (2) single family residences constructed on this property as part of the development, for a total of ten (10) dwelling units.

## 3 Authorization Required/Project Contacts

**Proponent Representative:** Doug Walsh  
Manager of Public Works  
City of Temiskaming Shores  
325 Farr Drive  
PO Box 2050  
Halleybury, Ontario, P0J 1K0

**Design Engineer:** Nolan Dombroski, P. Eng.  
EXP Services Inc.  
310 Whitewood Ave. W.,  
P.O. Box 1208,  
New Liskeard, Ontario, P0J 1P0  
nolan.dombroski@exp.com

## 4 Project Description

Please use the supplied design drawings in conjunction with the descriptions below.

### 4.1 Description of Proposed Sanitary Sewer

The new development will be serviced by approximately 148 meters of 250 mm diameter sanitary service line, as well as 10 meters of 200 mm diameter sanitary service line, that includes the replacement of two (2) 1200 mm diameter manholes. The ECA mentioned above covers the proposed scope of work for the portion of sanitary sewers on the property. The ECA will have to be amended in the future if the downstream sewer is not upgraded.

### 4.2 Pre-development Conditions

The existing site consists of mainly grassy field areas with varying elevation as well as small lengths of gravel and asphalt roads. The current topography is not designed to manage stormwater runoff.

### 4.3 Runoff Coefficient

The surface material and topography both influence how an area handles the movement of stormwater flows. The effect of these influences is measured using a runoff coefficient. This runoff coefficient represents the ratio of the depth of runoff to the depth of rainfall in an area. This means that an impermeable surface, such as pavement, will have a higher runoff coefficient as it does not allow water to penetrate the surface, resulting in higher runoff flows. The runoff coefficient for various surfaces are as follows:

- Grass: 0.20
- Pavement: 0.90
- Roofs: 0.90

The pre-development runoff coefficient for the site is 0.20 and the pre-development runoff flow is 68.5 L/s.

### 4.4 Stormwater Management System

The allowable release rate for the site is limited to the 10-year pre-development flow using a time concentration of 27.2 minutes and  $C = 0.20$ .

As a result of the changes onsite, the overall post-development runoff coefficient will increase over existing conditions. The increase in runoff will be the result of changes due to site development (ie: additional hard surfaces, roof areas and hard landscaping). Storm water runoff rate is proposed to be managed by a combination of ditches, swales, grading, rock flow check dams and culverts. Detailed stormwater management design to be completed in the final design stage.

Lots will be graded to direct overland flows into nearby ditches and swales. The road will be graded to allow water to drain to the west side of the site into a ditch along the road; this will prevent sheet flow from occurring at this location. From the ditch, the water will flow through a culvert to the east side of the road.

Ditches will run from the road easterly towards Lake Temiskaming. The ditches will transition into a swale, which will widen out and have reduced slope. It is proposed to use rock flow check dam downstream of the swale which will be designed to attenuate flows to the pre-development levels and outlet to Lake Temiskaming. There will be five (5) ditches with this configuration running from the roadway to Lake Temiskaming, located adjacent to each building.

The post-development runoff coefficient for the developed site is 0.36, which is slightly higher than pre-development conditions. The 10-year post-development runoff flow is 136.5 L/s. This runoff will be controlled to pre-development levels once the stormwater management design is completed.

## 5 Servicing

The proposed development will consist of ten (10) lots designed for residential use. All lots will be connected to the proposed 200 mm dia. sanitary sewer and proposed watermain through an easement on the Beach Gardens property.

### 5.1 Sanitary Servicing

EXP has analyzed the impact of the ten (10) dwellings on the current downstream sanitary sewage collection system. The analysis revealed that the existing sanitary sewage system is capable of conveying the additional flows.

### 5.2 Watermain Servicing

The proposed development will draw water from the existing watermain network located to the east of Lakeshore Road. The watermain is currently capped on both the north and south side of the Beach Gardens property. The watermain for the development would be connected to these two capped ends.

The proposed development will draw water from the New Liskeard water distribution system. This system currently services approximately 4800 people, with water from two wells located at the McCamus Water Treatment Plant. The New Liskeard distribution system cannot be operated to exceed a maximum flow rate of 7,865 m<sup>3</sup>/day (OCWA 2016 Annual Report). The maximum flow in 2016 was 7,144 m<sup>3</sup>/day, leaving 721 m<sup>3</sup>/day of available capacity. Using the sewage flows above, the additional theoretical water demand generated in average conditions by the proposed new development is estimated to be 10.37 m<sup>3</sup>/day. During maximum daily usage periods, the demand generated by the proposed development is estimated to be 98.50 m<sup>3</sup>/day, which equates to a revised estimated maximum daily water demand of 7243 m<sup>3</sup>/day for the New Liskeard system.

The domestic water demands are estimated below, utilizing parameters from the GDWS. The following summarizes the parameters used.

- Average daily water consumption = 350 L/person/day
- Number of residents = 30 (from GDWS, Table 3-3)
- Maximum Day Factor = 9.5 x Avg. Day (from GDWS, Table 3-3)
- Maximum Hour Factor = 14.3 x Avg. Day (from GDWS, Table 3-3)

The average, maximum day and peak hour domestic (residential) demands for the building are as follows:

- Average Day =  $350 \times 30 / 86,400 \text{ sec/day} = 0.12 \text{ L/sec}$
- Maximum Day =  $9.5 \times 0.12 = 1.14 \text{ L/sec}$
- Peak Hour =  $14.3 \times 0.12 = 1.72 \text{ L/sec}$

Based on the water model completed for the New Liskeard Water Linking Project, it is expected that the water system servicing the site has adequate pressure and flow to meet the peak hour and maximum day plus fire flows.



## 6 Cost Sharing

Rivard Bros is proposing to enter into a cost-sharing agreement with the City of Temiskaming Shores. The proposed infrastructure would result in several benefits for the City including the elimination of watermain dead ends, replacing a deteriorated sanitary pipe and a new and improved access to a sanitary manhole.

Currently, the watermain near Beach Gardens has two dead ends; one on each side of the property. Developing Beach Gardens property would result in these two dead ends being looped. The connection will eliminate flushing requirements at both dead ends, and result in a more robust potable water distribution system.

The existing sanitary pipe in an easement on the Beach Gardens property is old and deteriorated. Developing Beach Gardens will result in this section of deteriorated pipe being replaced with a PVC pipe. This alleviates concerns of replacing this pipe in the near future at full expense to the City.

There is currently a sanitary manhole located on the easement in the Beach Gardens property. This manhole is difficult to access due to the lack of roadway access. Constructing a road to service the new Beach Gardens Development will provide the City with reliable access to service this manhole. In addition, constructing a road will create a single point access to the Beach Gardens property, therefore eliminating multiple entrances onto Lakeshore Road.

It can be seen that there are benefits to the City through the infrastructure work to be completed for the Beach Gardens development. Cost sharing will provide the above noted benefits to the City at a fraction of the cost that would otherwise be incurred if the City was to obtain these benefits by their own means. The attached spreadsheet (Appendix A) outlines Rivard Bros proposed cost sharing breakdown.

We appreciate the time the City has taken to review this proposal and look forward to hearing from you.

EXP Services Inc.

Rivard Bros  
Beach Gardens  
NWL-01801006  
March 8, 2018

## Appendix A – Cost Sharing Breakdown



**Preliminary Construction Cost Estimate - Rivard Brothers Beach Gardens Roadway, Watermain, and Sanitary Sewer**

A). Road Component						
Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution
A1	Earth Excavation, Road	m <sup>3</sup>	2,650	\$ 12.00	\$ 31,800.00	50%
A2	Superpave 12 1/2 (50mm, One Lift)	1	240	\$ 250.00	\$ 60,000.00	50%
A3	Granular A	1	1,070	\$ 18.00	\$ 19,260.00	50%
A4	Granular B Type 1	1	4,400	\$ 12.00	\$ 52,800.00	50%
A5	Select Subgrade Material, Road	m <sup>3</sup>	640	\$ 12.00	\$ 7,680.00	50%
A6	Traffic control lighting	LS	100%	\$ 4,000.00	\$ 4,000.00	50%
A7	800 mm dia. CSP Pipe Culvert	m	20	\$ 350.00	\$ 7,000.00	50%
A8	Pipe Subdrains	m	400	\$ 30.00	\$ 12,000.00	50%
Sub-Total Road Component						\$ 97,510.00

B). Wastewater Component						
Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution
B1	200 mm dia. Pipe Sanitary Sewer	m	10	\$ 350.00	\$ 3,500.00	80%
B1	250 mm dia. Pipe Sanitary Sewer	m	148	\$ 400.00	\$ 59,200.00	80%
B2	150 mm dia. Pipe San. Services, Gravity	ea.	10	\$ 2,000.00	\$ 20,000.00	0%
B4	1200 mm diameter maintenance holes	ea.	2	\$ 6,500.00	\$ 13,000.00	80%
B5	Removal of pipe culverts and sewers	m	178	\$ 30.00	\$ 5,340.00	80%
B6	Removal of sanitary maintenance holes	ea.	2	\$ 500.00	\$ 1,000.00	80%
Sub-Total Wastewater Component						\$ 64,432.00

C). Water Component						
Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution
C1	150 mm dia. PVC Watermain	m	144.5	\$ 350.00	\$ 50,575.00	73%
C2	Connections to existing watermain	ea.	2	\$ 4,000.00	\$ 8,000.00	73%
C3	Hydrant Sets (incl. valves and leads)	ea.	1	\$ 7,000.00	\$ 7,000.00	73%
C4	150 mm dia. Valve and box	ea.	2	\$ 1,200.00	\$ 2,400.00	73%
C5	25 mm dia. Water screws	ea.	10	\$ 2,000.00	\$ 20,000.00	0%
C6	Corrosion protection of metallic watermain fittings and service piping	LS	100%	\$ 4,000.00	\$ 4,000.00	73%
Sub-Total Water Component						\$ 2,970.00
Sub-Total Water Component						\$ 52,543.75

D). Provisional Items						
Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution
D1	Clearstone sub-bedding (Prov. Item)	m <sup>3</sup>	65	\$ 40.00	\$ 2,600.00	0%
D2	Select Subgrade Material (compacted) (Prov. Item)	m <sup>3</sup>	65	\$ 20.00	\$ 1,300.00	0%
D3	Extra depth roadway and trench excavation (Prov. Item)	m <sup>3</sup>	130	\$ 10.00	\$ 1,300.00	0%
Sub-Total Lot Grading						\$

Total Project		
Sub-Total	\$	392,735.00
Contingency (15%)	\$	58,910.250
Total	\$	451,645.25

Rivard Bros. Contribution		
Sub-Total	\$	237,161.50
Contingency (15%)	\$	53%
Total	\$	214,483.75
		47%





Ministry of the Environment  
Ministère de l'Environnement

**ENVIRONMENTAL COMPLIANCE APPROVAL**

NUMBER 1355-9NCGPW  
Issue Date: August 29, 2014

The Corporation of the City of Temiskaming Shores  
Post Office Box, No. 2050  
Haileybury, Ontario  
POJ 1K0

Site Location: Beach Gardens Trunk Sanitary Sewers Upgrades  
City of Temiskaming Shores, District of Temiskaming

*You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:*

sanitary sewers to be constructed as part of the Beach Gardens Trunk Sanitary Sewers Upgrades, in the City of Temiskaming Shores, District of Temiskaming, as follows:

sanitary sewers within the Easement (from the southern boundary line of the Beach Gardens site, approximately 45 metres to the east of Lakeshore Road heading north for approximately 223 metres to Beach Boulevard) and on Municipal Land (from Beach Boulevard heading northeast for approximately 402 metres to Melville Street and from Melville Street heading northeast for approximately 152 metres to Montgomery Avenue), discharging to the existing Montgomery Sanitary Sewage Pumping Station;

all in accordance with the application dated January 23, 2014 and received on January 27, 2014, including final plans and specifications prepared by exp Services Inc.

*For the purpose of this environmental compliance approval, the following definitions apply:*

1. "Approval" means this Environmental Compliance Approval and any Schedules to it, including the application and supporting documentation;
2. "Director" means any Ministry employee appointed by the Minister pursuant to section 5 of the Part II.1 of the Environmental Protection Act;
3. "Ministry" means the Ontario Ministry of the Environment;
4. "Owner" means The Corporation of the City of Temiskaming Shores, and includes its successors

and assignees;

5. "Water Supervisor" means the Water Supervisor of the North Bay District Office of the Ministry;  
and
6. "Works" means the sewage works described in the Owner's application, this Approval and in the supporting documentation referred to herein, to the extent approved by this Approval.

*You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:*

## **TERMS AND CONDITIONS**

### **1. GENERAL PROVISIONS**

- 1.1 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 1.2 Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, the application for approval of the Works and the submitted supporting documents and plans and specifications as listed in this Approval.
- 1.3 Where there is a conflict between a provision of any submitted document referred to in this Approval and the Conditions of this Approval, the Conditions in this Approval shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.
- 1.4 Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
- 1.5 The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected thereby.

### **2. EXPIRY OF APPROVAL**

The approval issued by this Approval will cease to apply to those parts of the Works which have not been constructed within five (5) years of the date of this Approval.

### **3. CHANGE OF OWNER**

3.1 The Owner shall notify the Water Supervisor and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:

- (a) change of Owner;
- (b) change of address of the Owner;
- (c) change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the Water Supervisor; and
- (d) change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the Water Supervisor.

*The reasons for the imposition of these terms and conditions are as follows:*

- 1. Condition 1 is imposed to ensure that the Works are built and operated in the manner in which they were described for review and upon which Approval was granted. This Condition is also included to emphasize the precedence of Conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The Condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this Approval of the existence of this Approval.
- 2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
- 3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.

*In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:*

- 1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- 2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

*The Notice should also include:*

- 3. The name of the appellant;

4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in.

*And the Notice should be signed and dated by the appellant.*

*This Notice must be served upon:*

The Secretary\*  
Environmental Review Tribunal  
655 Bay Street, Suite 1500  
Toronto, Ontario  
M5G 1E5


AND

The Director appointed for the purposes of  
Part II.1 of the Environmental Protection Act  
Ministry of the Environment  
2 St. Clair Avenue West, Floor 12A  
Toronto, Ontario  
M4V 1L5

\* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 314-3717 or [www.ert.gov.on.ca](http://www.ert.gov.on.ca)

*The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.*

DATED AT TORONTO this 29th day of August, 2014



---

Katrina Chrzanowska, P.Eng.  
Director  
appointed for the purposes of Part II.1 of the  
*Environmental Protection Act*

RU/

- c: Area Manager, MOE North Bay District Office
- c: DWMD Supervisor, MOE North Bay District Office  
H. James Hawken, exp Services Inc.

## The Corporation of the City of Temiskaming Shores

### By-law No. 2019-026

#### Being a by-law to amend By-law No. 2012-101, as amended being a by-law to Regulate Traffic and Parking of vehicles in the City of Temiskaming Shores – Amendment to Set Fines

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CGP-003-2019 at the January 22, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 being a by-law to regulate Traffic and Parking for consideration of First and Second reading at the January 22, 2019 Regular Council meeting with consideration of Third reading subsequent to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby amends By-law No. 2012-101, more specifically removing Article 11.1 – General Penalties of Schedule “A” and replacing with the following:

#### **11.1 General Penalties**

**(a) Every *person* who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by section 61 of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.**

**(b) Where an offence is committed, each day on which a person contravenes any provision of this by-law shall be deemed to constitute a separate offence under this by-law as provided for in section 429 of the Municipal Act, S.O. 2001, c. 25.**

2. That Council hereby amends By-law No. 2012-101, more specifically removing Appendix “21” – Part I Provincial Offences Act – Set Fines of Schedule “A” and replacing with Appendix “21”, attached hereto and forming part of this by-law.
3. That this by-law shall come into force and take effect on the date of its final passing.



4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first and second time** this 22<sup>nd</sup> day of January, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**Read a third time and finally passed** this 19<sup>th</sup> day of February, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**

**Appendix "21"**

**to By-Law No. 2019-026**

**Part I Provincial Offences Act**

**Set Fines**

<u>Item #</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	<u>Short Form Wording</u>	<u>Provision Creating or Defining Offence</u>	<u>Early Voluntary Payment (payable within 7 days)</u>	<u>Set Fine</u>
1.	<i>Stop, stand or park facing wrong direction.</i>	5.1(a)	\$30.00	\$40.00
2.	<i>Stop, stand or park right wheels more than thirty (30) centimeters from curb.</i>	5.1 b)	\$30.00	\$40.00
3.	<i>Where no curb provided stop, stand or park other than on curb lane.</i>	5.1 c)	\$30.00	\$40.00
4.	<i>Stop, stand or park obstructing or interfering with traffic.</i>	5.1 d)	\$30.00	\$40.00
5.	<i>Stop, stand or park in angle parking except within the limits defined by pavement markings.</i>	5.3 a)	\$30.00	\$40.00
6.	<i>Stop, stand or park in angle parking where a load being carried upon the vehicle extends beyond the rear of the vehicle.</i>	5.3 c)	\$30.00	\$40.00
7.	<i>Stop, stand or park a vehicle with a trailer in angle parking.</i>	5.3 d)	\$30.00	\$40.00
8.	<i>Stop, stand or park vehicle in angle parking so as to obstruct traffic.</i>	5.3 e)	\$30.00	\$40.00
9.	<i>Stop, stand or park in loading zone.</i>	5.5	\$30.00	\$40.00
10.	<i>Stop, stand or park on laneway.</i>	5.6	\$30.00	\$40.00
11.	<i>Stop, stand or park commercial motor vehicle prohibited time.</i>	5.7	\$30.00	\$40.00

12.	<i>Stop, stand or park commercial motor vehicle longer than two (2) hours.</i>	5.8	\$30.00	\$40.00
13.	<i>Stop, stand or park between the hours of 12:00a.m. and 7:00 a.m. during the period of November 1<sup>st</sup> to March 31<sup>st</sup>.</i>	5.9	\$30.00	\$40.00
14.	<i>Stop, stand or park in bus stop.</i>	5.11	N/A	\$50.00
15.	<i>Stop, stand or park in school bus loading zone.</i>	5.13	\$30.00	\$40.00
16.	<i>Stop, stand or park in taxicab zone.</i>	5.15	\$30.00	\$40.00
17.	<i>Stop, stand or park in police use only zone.</i>	5.17	\$30.00	\$40.00
18.	<i>Stop, stand or park in designated prohibited area.</i>	5.19	\$30.00	\$40.00
19.	<i>Stop, stand or park exceeding time limit posted on sign, ninety (90) minutes between 9:00 a.m. and 6:00 p.m.</i>	5.20.1	\$30.00	\$40.00
20.	<i>Stop, stand or park exceeding time limit posted on sign, sixty (60) minutes between 9:00 a.m. and 6:00 p.m.</i>	5.20.2	\$30.00	\$40.00
21.	<i>Stop, stand or park exceeding time limit posted on sign, fifteen (15) minutes.</i>	5.20.3	\$30.00	\$40.00
22.	<i>Stop, stand or park exceeding time limit posted on sign, fifteen (15) minutes between 8:30 a.m. and 4:30 p.m.</i>	5.20.4	\$30.00	\$40.00
23.	<i>Stop, stand or park in prohibited area during certain time.</i>	5.20.5	\$30.00	\$40.00
24.	<i>Stop, stand or park in prohibited area between 7:00 a.m and 5:00 p.m.</i>	5.20.6	\$30.00	\$40.00
25.	<i>Stop, stand or park in front of exit from an assembly occupancy.</i>	5.21	\$30.00	\$40.00
26.	<i>Stop, stand or park on private road, parking lot or property no valid parking permit.</i>	5.23.1	\$30.00	\$40.00

27.	<i>Stop, stand or park on private road, parking lot or property in contravention of posted sign.</i>	5.23.2	\$30.00	\$40.00
28.	<i>Stop, stand or park obstructing driveway.</i>	5.24.1	\$30.00	\$40.00
29.	<i>Stop, stand or park within two (2) metres of a fire hydrant.</i>	5.24.2	N/A	\$50.00
30.	<i>Stop, stand or park on bridge.</i>	5.24.3	\$30.00	\$40.00
31.	<i>Stop, stand or park in a manner that obstructs or interferes with traffic.</i>	5.24.4	\$30.00	\$40.00
32.	<i>Stop, stand or park in a manner which prevents removal of vehicle previously parked.</i>	5.24.5	\$30.00	\$40.00
33.	<i>Stop, stand or park closer to intersection than distance indicated by signs.</i>	5.24.6	\$30.00	\$40.00
34.	<i>Stop, stand or park within nine (9) metres of an intersection.</i>	5.24.7	\$30.00	\$40.00
35.	<i>Stop, stand or park closer to a crosswalk than the distance indicated by signs.</i>	5.24.8	\$30.00	\$40.00
36.	<i>Stop, stand or park within fifteen (15) metres of a railway crossing.</i>	5.24.9	\$30.00	\$40.00
37.	<i>Stop, stand or park in front of entrance to fire hall.</i>	5.24.10	\$30.00	\$40.00
38.	<i>Stop, stand or park on any sidewalk, parkland, garden or lawn.</i>	5.24.11	\$30.00	\$40.00
39.	<i>Stop, stand or park for purpose of displaying vehicle for sale or rent.</i>	5.24.12	\$30.00	\$40.00
40.	<i>Stop, stand or park for the purpose of washing, greasing or repairing a vehicle.</i>	5.24.13	\$30.00	\$40.00
41.	<i>Stop, stand or park if vehicle inoperable or has no current license plate.</i>	5.24.14	\$30.00	\$40.00
42.	<i>Stop, stand or park a recreation vehicle.</i>	5.25	\$30.00	\$40.00

43.	<i>Stop, stand or park</i> a taxicab in location where <i>parking</i> time limit is in force.	5.26.1	\$30.00	\$40.00
44.	<i>Stop, stand or park</i> at individual <i>parking meter</i> not within <i>parking space</i> indicated by lines or markings.	6.5.1	\$30.00	\$40.00
45.	<i>Stop, stand or park</i> - not within <i>parking space</i> indicated by lines or markings.	6.5.2	\$30.00	\$40.00
46.	<i>Stop, stand or park</i> more than one <i>vehicle</i> in one <i>parking space</i> .	6.7.1	\$30.00	\$40.00
47.	<i>Stop, stand or park</i> in <i>parking space</i> occupied by another <i>vehicle</i> .	6.7.2	\$30.00	\$40.00
48.	<i>Stop, stand or park</i> in <i>parking meter zone</i> no <i>parking meter</i> erected.	6.8	\$30.00	\$40.00
49.	<i>Stop, stand or park</i> longer than maximum allowable <i>parking</i> time.	6.9.1	\$30.00	\$40.00
50.	<i>Stop, stand or park</i> unlawfully at individual <i>parking meter</i> .	6.9.2 a)	\$30.00	\$40.00
51.	<i>Stop, stand or park</i> authorized <i>parking</i> time expired.	6.9.2 b)	\$30.00	\$40.00
52.	<i>Stop, stand or park</i> without display of valid receipt.	6.9.2 c)	\$30.00	\$40.00
53.	<i>Stop, stand or park</i> in <i>accessible parking space</i> – no <i>accessible parking permit</i> visible.	7.7	N/A	\$300.00
54.	<i>Stop, stand or park</i> in <i>Fire Access Route</i> .	7.9	N/A	\$50.00

**Note: The general penalty provision for the offences listed above is Part 11 of By-law 2012-101, a certified copy of which has been filed, and section 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33.**



# 2019 CAPITAL BUDGET

Draft #2



# 2019 General Operations – Draft #2

	2018	2019	Variance	%
GENERAL OPERATIONS	Budget	Budget	B/(W)	Change
Net Municipal Expenditures	10,762,135	10,901,121	(138,986)	-1.3%
Total External Agency Expenditures	4,900,229	5,143,380	(243,151)	-5.0%
Net General Operations	15,662,364	16,044,501	(382,137)	-2.4%
Total Taxation & OMPF Revenues	(16,611,473)	(16,469,028)	(142,445)	-0.9%
Transfer to Capital	(949,109)	(424,527)	(524,582)	-55.4%

# Environmental Operations – Draft #2

	2018	2019	Variance	%
	Budget	Budget	B/(W)	Change
Environmental Services	(138,710)	(237,292)	98,582	71.1%



# 2019 General Capital – Draft #2

Department	Total Project Cost	Funding/ Partners	Borrowing	Reserves	City Cost	Transfer fr Operations	Excess / Shortfall
Corporate Services	18,550	1,310	0	12,000	5,240		
Fire & Emergency Management	33,067	0	0	33,067	0		
Public Works	2,337,899	626,894	0	731,871	979,134		
Recreation	98,000	0	0	0	98,000		
Property Maintenance	1,853,600	0	1,700,000	26,100	127,500		
Fleet	1,724,500	0	1,720,000	0	4,500		
Total Capital	6,635,616	628,204	3,420,000	803,038	1,784,374	424,527	-789,847

# 2019 Environmental Capital – Draft #2

	Total					Transfer fr	Excess /
Department	Project Cost	Funding	Borrowing	Reserves	City Cost	Operations	Shortfall
Environmental Projects	1,725,477	835,199	0	0	730,278	237,292	-492,986

# Corporate Services

## Recommended Projects:

Project	Total Cost	Funding	Reserves	City Cost
Backup Storage	6,550	1,310a/b		5,240
Zero Turn Lawnmowers (2)	12,000		12,000 1	0
Capital Projects Recommended	18,550	1,310	12,000	5,240
a - POA - 10%				
b - Environmental - 10%				
1 - Cemetery Reserve				

# Corporate Services

Deferred Projects:

Website Redesign	55,000
Audio/Visual Upgrades City Hall	120,000
As per Staff Recommendations	175,000

# Fire & Emergency Management

Recommended Projects:

Project	Total Cost	Funding	Borrowing	Reserves		City Cost
Thermal Imaging System	8,500			8,500	1	0
Rescue Equipment	24,567			24,567	1	0
Capital Projects Recommended	33,067	0	0	33,067		0
1 - Fire Equipment Reserve						

# Fire & Emergency Management

Deferred Projects:

New Fire Station (Haileybury) - Servicing	150,000
As per Committee Recommendations	150,000

# Public Works

## Recommended Projects:

Project	Total Cost	Funding		Borrowing	Reserves		City Cost
2019 Roads Program	600,000						600,000
Albert Street Reconstruction	842,899	626,894	a/b				216,005
Golf Course Road Bridge	650,000				601,871	1	48,129
Whitewood Avenue Pedestrian Crossing	40,000						40,000
Shovel Ready Projects Design	75,000						75,000
Landfill Expansion	55,000				55,000	2	-
Landfill Expansion	75,000				75,000	2	-
Capital Projects Recommended	2,337,899	626,894		-	731,871		979,134
a - OCIF Formula Funding (\$136,662)							
b - OCIF Application (\$490,232)							
1 - Federal Gas Tax							
2 - Landfill Reserve							

# Public Works

Deferred Projects:

Dymond Industrial Park Paving	1,400,000
Reduce 2019 Roads Program	400,000
As per Committee Recommendations	1,800,000



# Recreation

Recommended Projects:

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
Recreation Master Plan	40,000				40,000
Zero Turn Lawnmower	20,000				20,000
Glycol Looper NL Arena Compressor	15,000				15,000
Haileybury Beach Mechanical Room	15,000				15,000
Floor Machine NL Arena	8,000				8,000
Capital Projects Recommended	98,000	0	0	0	98,000

# Recreation

Deferred Projects:

Splashpad	525,000
Multi-Use Tractor	80,000
Floor Machine PFC	8,000
Phase-in Master Plan over 2 years	40,000
As per Committee Recommendations	653,000

# Property Maintenance

## Recommended Projects:

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
NL Community Hall (carry over)	26,100			26,100	0
NL Arena Upgrades – Gable-end Retrofit	15,000				15,000
- LED Lights	30,000				30,000
PFC Upgrades - Carry-over (2018)	10,000				10,000
- Sauna	11,500				11,500
- Dectron Unit	5,000				5,000
- Flooring	3,000				3,000
NL Library Relocation	1,700,000		1,700,000		0
Hlby Medical Centre Upgrades	53,000				53,000
Capital Projects Recommended	1,853,600	0	1,700,000	26,100	127,500
a - Accessibility Program					

# Property Maintenance

## Deferred Projects:

NL Arena Upgrades	accessibility upgrades	375,000
	lobby floor replacement	90,000
	engineering	40,000
PFC Upgrades	lobby floor replacement	40,000
	front desk replacement	11,000
	new lights squash court	5,000
LED Upgrades Decorative Streetlights		200,000
HIby Medical Centre Parking Lot	paving	100,000
HIby Library - new boiler		50,000
As per Committee Recommendations		911,000

# Fleet

## Recommended Projects:

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
Pumper/Tanker	426,500		422,000		4,500
Fire Rescue Van	425,000		425,000		0
Plow Truck	300,000		300,000		0
Grader	500,000		500,000		0
1/2 Ton Pick-up	35,000		35,000		0
3/4 Ton Pick-up	38,000		38,000		0
Capital Projects Recommended	1,724,500	0	1,720,000	0	4,500

# Fleet

Deferred Projects:

Truck Cap & Pull Out Tray	5,000
As per Committee Recommendations	5,000

# Fleet Replacement Plan

Project	Purchase Price	2018	2019	2020	2021	2022	2023
Plow	\$300,000		27,058	106,320	103,447	100,647	97,847
Grader	\$500,000						
Fire Rescue Van	\$425,000			56,816	55,365	53,841	52,353
Pick-up	\$35,000						
Pick-up 1/2 tonne	\$35,000		4,118	16,150	15,654	15,164	14,674
Pick-up	\$35,000						
Pick-up	\$35,000			7,059	27,685	26,835	25,995
Garbage Truck	\$50,000						
Loader	\$195,000			6,338	25,004	24,444	23,818
Fleet Replacement Budget	\$5,611,177	470,113	634,064	713,216	642,386	596,870	539,989
		475,000	475,000	475,000	475,000	475,000	475,000
		4,887	- 159,064	- 238,216	- 167,386	- 121,870	- 64,989
Proceeds from Sale of Surplus Fleet Assets		50,473					
Fleet Replacement Reserve Running Balance		397,607	238,544	328	- 167,058	- 288,929	- 353,918

# Fleet Replacement Plan – Option #1

Project	Purchase Price	2018	2019	2020	2021	2022	2023
Plow	\$300,000		19,915	78,331	76,331	74,381	72,431
Grader	\$300,000						
Fire Rescue Van	\$425,000				56,816	55,365	53,841
Pick-up	\$35,000						
Pick-up 1/2 tonne	\$35,000		4,118	16,150	15,654	15,164	14,674
Pick-up	\$35,000						
Pick-up	\$35,000			7,059	27,685	26,835	25,995
Garbage Truck	\$50,000						
Loader	\$195,000			6,338	25,004	24,444	23,818
Fleet Replacement Budget	\$5,411,177	470,113	626,921	628,412	616,720	572,128	516,060
		475,000	475,000	475,000	475,000	475,000	475,000
		4,887	151,921	153,412	141,720	97,128	41,060
Proceeds from Sale of Surplus Fleet Assets		50,473					
Fleet Replacement Reserve Running Balance		397,607	245,686	92,274	49,446	146,574	187,634



# Fleet Replacement Plan – Option #2

Project	Purchase Price	2018	2019	2020	2021	2022	2023
Plow	\$300,000		19,915	78,331	76,331	74,381	72,431
Grader	\$300,000						
Pick-up	\$35,000						
Pick-up 1/2 tonne	\$35,000		4,118	16,150	15,654	15,164	14,674
Pick-up	\$35,000						
Pick-up	\$35,000			7,059	27,685	26,835	25,995
Garbage Truck	\$50,000						
Fire Rescue Van	\$300,000				38,686	37,762	36,862
Loader	\$195,000			6,338	25,004	24,444	23,818
Fleet Replacement Budget	\$5,286,177	470,113	626,921	628,412	598,591	554,525	499,081
		475,000	475,000	475,000	475,000	475,000	475,000
		4,887	- 151,921	- 153,412	- 123,591	- 79,525	- 24,081
Proceeds from Sale of Surplus Fleet Assets		50,473					
Fleet Replacement Reserve Running Balance		397,607	245,686	92,274	- 31,317	- 110,841	- 134,922

# Fleet Replacement Plan – Option #3

Project	Purchase Price	2018	2019	2020	2021	2022	2023
Plow	\$300,000		19,915	78,331	76,331	74,381	72,431
Grader	\$300,000						
Pick-up	\$35,000						
Pick-up 1/2 tonne	\$35,000						
Pick-up	\$35,000						
Pick-up	\$35,000						
Garbage Truck	\$50,000						
Fire Rescue Van	\$300,000				38,686	37,762	36,862
Loader	\$195,000			6,338	25,004	24,444	23,818
Fleet Replacement Budget	\$5,286,177	470,113	622,804	605,204	555,252	512,526	458,413
		475,000	475,000	475,000	475,000	475,000	475,000
		4,887	147,804	130,204	80,252	37,526	16,587
Proceeds from Sale of Surplus Fleet Assets		50,473					
Fleet Replacement Reserve Running Balance		397,607	249,804	119,600	39,348	1,821	18,409

# Environmental Services

## Recommended Projects:

Project	Total Cost	Funding		Borrowing	Reserves		City Cost
Albert Street Reconstruction	1,122,977	835,199	a/b				287,778
Hlby WTP Sedimentation Tank Rebuild	250,000						250,000
Dymond Looping Phase 2&3 **	70,000						70,000
Hlby WWTP - Digester Rehabilitation	115,000						115,000
Auto Greaser for Vacuum Truck	7,500						7,500
Capital Projects Recommended	1,565,447	835,199	-	-	-		730,278
a - OCIF Formula Funding (\$182,073)							
b - OCIF Application (\$653,126)							

# Environmental Services

Deferred Projects:

HIby WWTP Effluent Quality Issues	1,300,000
Reduce Scope of Work for Digester Rehabilitation	85,000
Eliminate Shovel Ready Projects Design	75,000
As per Committee Recommendations	1,450,000

# Multi-Year Projects

Albert Street Reconstruction	Roads	842,899	446,640	1,289,539
	Water/Sewer	1,122,977	595,050	1,718,027
		1,965,876	1,041,690	3,007,566
	OCIF - Formula Based	318,735	334,319	653,054
	OCIF - Top Up Funding*	1,143,358	203,588	1,346,946
		1,462,093	537,907	2,000,000
	Total City Cost	503,783	503,783	1,007,566
New Fire Station			1,400,000	1,400,000
Dymond Looping Phase 2&3	engineering & construction	70,000	1,780,000	1,850,000

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2019-042**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on February 19, 2019**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the actions of the Council at its Regular meeting held on **February 19, 2019** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of February, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen